As filed with the Securities and Exchange Commission on July 23, 1997

Registration No. 333- ____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

ECHOSTAR DBS CORPORATION
(Exact name of registrant as specified in its charter)

COLORADO	84-1328967
(State of Registrant's Incorporation)	(I.R.S. Employer Identification No.)

and affiliate guarantors
ECHOSTAR COMMUNICATIONS CORPORATION
ECHOSTAR SATELLITE BROADCASTING CORPORATION
DISH, LTD.
(Exact name of registrants as specified in their respective charters)

NEVADA	88-0336997
COLORADO	84-1337871
NEVADA	88-0312499
(State of Registrant's Incorporation)	(I.R.S. Employer Identification No.)

5064
(Registrant's Standard Industrial Classification Code Number)

90 INVERNESS CIRCLE EAST ENGLEWOOD, COLORADO 80112 (303) 799-8222 (Address, Including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Office)	DAVID K. MOSKOWITZ, ESQ. SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY ECHOSTAR COMMUNICATIONS CORPORATION 90 INVERNESS CIRCLE EAST ENGLEWOOD, COLORADO 80112 (303) 799-8222 (Name, Address, Including Zip Code, and Telephone Number of Agent for Service)

COPIES TO:

WILLIAM APPLETON, ESQ. BAKER & HOSTETLER LLP 3200 NATIONAL CITY CENTER 1900 E. 9TH STREET CLEVELAND, OHIO 44114-3485 (216) 621-0200	WILLIAM F. SCHWITTER, ESQ. PAUL, HASTINGS, JANOFSKY & WALKER LLP 399 PARK AVENUE. NEW YORK, NEW YORK 10022-4697 (212) 318-6000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after the effective date of this registration statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. [ ]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
12 1/2% Senior Secured Notes due 2002..	$375,000,000	100%	$375,000,000	$113,637
Guarantees of 12 1/2% Senior Secured Notes due 2002.....	$375,000,000	(1)	$375,000,000	(1)
Total.....	$375,000,000	100%	$375,000,000	$113,637

(1) No additional consideration will be paid by the recipients of the 12 1/2% Senior Secured Notes due 2002 for the Guarantees. Pursuant to Rule 457(n) under the Securities Act of 1933, no separate fee is payable for the Guarantees.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES

AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.
- ---

ECHOSTAR DBS CORPORATION
CROSS-REFERENCE SHEET
PURSUANT TO ITEM 501(b) OF REGULATION S-K

Item Number	Item	Location in Prospectus
A.	INFORMATION ABOUT THE TRANSACTION	
1.	Forepart of the Registration Statement and Outside Front Cover of Page of Prospectus..	Facing Page; Cross- Reference Sheet; Outside Front Cover Page of Prospectus
2.	Inside Front and Outside Back Cover Pages of Prospectus.....	Inside Front Cover Page of Prospectus and Outside Back Cover Page of Prospectus
3.	Risk Factors and Ratio of Earnings to Fixed Charges and Other Information.....	Prospectus Summary; Summary Financial Data; Selected Financial Data; Risk Factors
4.	Terms of the Transaction.....	Prospectus Summary; The Exchange Offer; Description of the Exchange Notes; Certain Federal Income Tax Consequences; Plan of Distribution
5.	Pro Forma Financial Information	Not Applicable
6.	Material Contracts with Company Being Acquired.....	Not Applicable
7.	Additional Information Required for Reoffering by Persons and Parties Deemed to Be Underwriters.....	Not Applicable
8.	Interest of Named Experts and Counsel.....	Not Applicable
9.	Disclosure of Commission Position on Indemnification for Securities Act Liabilities.....	Not Applicable
B.	INFORMATION ABOUT THE REGISTRANT	
10.	Information with Respect to S-3 Registrants..	Not Applicable
11.	Incorporation of Certain Information by Reference.....	Not Applicable
12.	Information with Respect to S-2 or S-3 Registrants.....	Not Applicable
13.	Incorporation of Certain Information by Reference.....	Not Applicable
14.	Information with Respect to Registrants Other Than S-3 or S-2 Registrants.....	Available Information; Prospectus Summary; Selected Financial Data; Management's Discussion and Analysis of Financial Condition and Results of Operations; Business; Index to Consolidated Financial Statements
C.	INFORMATION ABOUT THE COMPANY BEING ACQUIRED	
15.	Information with Respect to S-3 Companies....	Not Applicable
16.	Information with Respect to S-2 or S-3 Companies.....	Not Applicable
17.	Information with Respect to Companies Other Than S-2 or S-3 Companies.....	Not Applicable
D.	VOTING AND MANAGEMENT INFORMATION	
18	Information if Proxies, Consents or Authorizations are to be Solicited.....	Not Applicable
19.	Information if Proxies, Consents or Authorizations are not to be Solicited in an Exchange Offer.....	The Exchange Offer; Certain Relationships and Related Transactions; Security Ownership of Certain Beneficial Owners and Management

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

Subject to completion, dated July 23, 1997

PROSPECTUS

ECHOSTAR DBS CORPORATION

OFFER TO EXCHANGE $1,000 PRINCIPAL AMOUNT OF ITS
12 1/2% SENIOR SECURED NOTES DUE 2002
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT
FOR EACH $1,000 IN PRINCIPAL AMOUNT OF ITS
OUTSTANDING 12 1/2% SENIOR SECURED NOTES DUE 2002

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., EASTERN TIME,
ON , 1997, UNLESS EXTENDED

EchoStar DBS Corporation, a Colorado corporation (the "Issuer"), hereby offers to exchange (the "Exchange Offer") up to $375,000,000 in aggregate principal amount of its new 12 1/2% Senior Secured Notes due 2002 (the "Exchange Notes") for up to $375,000,000 in aggregate principal amount of its outstanding 12 1/2% Senior Secured Notes due 2002 (the "Old Notes" and, together with the Exchange Notes, the "Notes") that were issued and sold in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act").

The terms of the Exchange Notes are substantially identical (including principal amount, interest rate, maturity, security and ranking) to the terms of the Old Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes: (i) are freely transferable by holders thereof (except as provided below); and (ii) are not entitled to certain registration rights and certain liquidated damages which are applicable to the Old Notes under the Registration Rights Agreement (as defined). The Exchange Notes will be issued under the indenture governing the Old Notes (the "Indenture"). The Notes rank PARI PASSU in right of payment with all senior indebtedness of the Issuer. The Notes are guaranteed on a subordinated basis by EchoStar Communications Corporation ("EchoStar"), the Issuer's parent, (the "EchoStar Guarantee") and, contingent upon the occurrence of certain events, will be guaranteed by EchoStar Satellite Broadcasting Corporation ("ESBC") and Dish, Ltd. ("Dish"), each an indirect subsidiary of EchoStar, and certain other subsidiaries of the Issuer and EchoStar (the "Guarantors" and, collectively with the EchoStar Guarantee, the "Guarantees"). The Notes are secured by liens on the capital stock of the Issuer, the EchoStar IV satellite and certain other assets of the Issuer. See "Description of Exchange Notes = Security." Although the Notes are titled "Senior": (i) the Issuer has not issued, and does not have any plans to issue, any indebtedness to which the Notes would be senior; and (ii) the Notes are effectively subordinated to all liabilities of the Issuer's subsidiaries, including liabilities to general creditors (except to the extent that any subsidiary of the Issuer may guarantee the Notes), and the EchoStar Guarantee is subordinated to all liabilities of EchoStar (except liabilities to general creditors). As of March 31, 1997, the consolidated liabilities of EchoStar and its subsidiaries aggregated approximately $1.1 billion. On a pro forma basis, after giving effect to the issuance of the Notes and application of the net proceeds therefrom, the Issuer's aggregate consolidated Indebtedness as of March 31, 1997, for purposes of the Indenture, would have been approximately $1.3 billion. In addition the ability of Dish to make distributions to the Issuer is severely limited by the terms of an indenture to which it is subject, and the cash flow generated by the assets and operations of the Issuer's subsidiaries will therefore only be available to satisfy the Issuer's obligations on the Notes to the extent that such subsidiaries are able to make distributions, directly or indirectly, to the Issuer. See "Description of Certain Indebtedness." Concurrently with the closing of the Old Notes Offering, approximately $109.0 million and $112.0 million of the net proceeds of the Old Notes Offering were placed into an Interest Escrow Account and a Satellite Escrow Account, respectively. Funds in the Interest Escrow Account, together with reasonably expected proceeds from the investment thereof will be sufficient to pay the first five semi-annual interest payments on the Notes. Funds in the Satellite Escrow Account, together with reasonably expected proceeds from the investment thereof, will be sufficient to fully fund, through launch, the construction, launch and insurance of EchoStar IV. Funds may be disbursed from the escrow accounts only upon satisfaction of applicable provisions of the Escrow and Disbursement Agreement. The escrow accounts serve as collateral for the Notes. For a complete description of the terms of the Exchange Notes, see "Description of Exchange Notes." There will be no cash proceeds to the Issuer from the Exchange Offer.

(CONTINUED ON NEXT PAGE)

HOLDERS OF OLD NOTES SHOULD CAREFULLY CONSIDER THE MATTERS SET FORTH IN "RISK FACTORS" COMMENCING ON PAGE 18 OF THIS PROSPECTUS PRIOR TO MAKING A DECISION WITH RESPECT TO THE EXCHANGE OFFER.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is , 1997.

(COVER PAGE CONTINUED)

Interest on the Exchange Notes will be payable semi-annually on January 1 and July 1 of each year, commencing January 1, 1998. Holders of the Old Notes whose Old Notes are accepted for exchange will be deemed to have waived the right to have interest accrue, or to receive any payment in respect of interest on the Old Notes, accrued from June 25, 1997 to the date of issuance of the Exchange Notes.

Except as set forth below, the Notes are not redeemable at the Issuer's option prior to July 1, 2000. Thereafter, the Notes are subject to redemption, at the option of the Issuer, at the redemption prices set forth herein. In addition, at any time prior to July 1, 2000, the Issuer may redeem up to one-third of the Notes at a redemption price equal to 112.50% of the principal amount thereof (other than Disqualified Stock) on the repurchase date, with the net proceeds of one public or private sale of certain Equity Interests (other than Disqualified Stock) of the Issuer, EchoStar or any of their subsidiaries (other than proceeds from a sale to EchoStar, the Issuer or any of their subsidiaries). In the event of a Change of Control, the Issuer is required to make an offer to repurchase all or any part of the Notes at a purchase price equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon, to the date of repurchase.

The Old Notes were originally issued and sold on June 25, 1997 in a transaction not registered under the Securities Act, in reliance upon the exemption provided in Section 4(2) of the Securities Act and Rule 144A promulgated under the Securities Act (the "Old Notes Offering"). Accordingly, the Old Notes may not be reoffered, resold or otherwise pledged, hypothecated or transferred in the United States unless so registered or unless an applicable exemption from the registration requirements of the Securities Act is available. Based upon its view of interpretations provided to third parties by the Staff (the "Staff") of the Securities and Exchange Commission (the "Commission"), the Issuer believes that the Exchange Notes issued pursuant to the Exchange Offer in exchange for the Old Notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any holder which is: (i) an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act (an "Affiliate"); (ii) a broker-dealer who acquired Old Notes directly from the Issuer; (iii) a broker-dealer who acquired Old Notes as a result of market making or other trading activities), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders are not engaged in, and do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of such Exchange Notes. Each broker-dealer that receives Exchange Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes. The Letter of Transmittal that is filed as an exhibit to the Registration Statement of which this Prospectus is a part (the "Letter of Transmittal") states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. Broker-dealers who acquired Old Notes as a result of market making or other trading activities may use this Prospectus, as supplemented or amended, in connection with resales of the Exchange Notes. The Issuer has agreed that, for a period of 180 days after the Registration Statement of which this Prospectus is a part is declared effective by the Commission, it will make this Prospectus available to any broker-dealer for use in connection with any such resale. Any holder who tenders in the Exchange Offer for the purpose of participating in a distribution of the Exchange Notes and any other holder that cannot rely upon interpretations must comply with the registration and prospectus requirements of the Securities Act in connection with a secondary resale transaction.

Old Notes initially purchased by qualified institutional buyers were initially represented by a global Note in registered form, deposited with, or on behalf of, The Depository Trust Company (the "Depositary"), and registered in the name of Cede & Co., as nominee of the Depositary. The Exchange Notes exchanged for Old Notes represented by the global Note will be represented by one or more global Exchange Notes in registered form, registered in the name of the nominee of the Depositary. See "Description of Exchange Notes - Book-entry, Delivery and Form." Exchange Notes issued to non-qualified institutional buyers in exchange for Old Notes held by such investors will be issued only in certificated, fully registered, definitive form. Except as described herein, Exchange Notes in definitive certificated form will not be issued in exchange for the global Note or interests therein.

The Old Notes and the Exchange Notes constitute new issues of securities with no established public trading market. Any Old Notes not tendered and accepted in the Exchange Offer will remain outstanding. To the extent that Old Notes are tendered and accepted in the Exchange Offer, a holder's ability to sell untendered and tendered, but unaccepted, Old Notes are likely to be adversely affected. Following consummation of the Exchange Offer, the holders of any remaining Old Notes will continue to be subject to the existing restrictions on transfer thereof and the Issuer will have no further obligation to such holders to provide for the registration under the Securities Act of the Old Notes except under certain very limited circumstances. See "Description of Exchange Notes -Old Notes' Registration Rights; Liquidated Damages." No assurance can be given as to the liquidity of the trading market for either the Old Notes or the Exchange Notes.

(CONTINUED ON NEXT PAGE)

(COVER PAGE CONTINUED)

The Exchange Offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered or accepted for exchange. The Exchange Offer will expire at 5:00 p.m., Eastern time, on , 1997, unless extended (the "Expiration Date"). The date of acceptance for exchange (the "Exchange Date") will be the first business day following the Expiration Date, upon surrender of the Old Note. Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date; otherwise such tenders are irrevocable.

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AVAILABLE INFORMATION

The Issuer and the Guarantors have filed with the Securities and Exchange Commission (the "Commission) a Registration Statement on Form S-4 (together with all amendments, exhibits, schedules and supplements thereto, the "Registration Statement") under the Securities Act with respect to the Exchange Notes being offered hereby. This Prospectus, which forms a part of the Registration Statement, does not contain all of the information set forth in the Registration Statement, certain items of which are omitted as permitted by the rules and regulations of the Commission. For further information with respect to the Issuer, the Guarantors and the Exchange Notes, reference is hereby made to the Registration Statement. Statements contained in this Prospectus as to the contents of any contract or other document are not necessarily complete and, where such contract or other document is an exhibit to the Registration Statement, each such statement is qualified in all respects by the provisions in such exhibit, to which reference is hereby made.

The Issuer, ESBC and Dish, Ltd. are not currently subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). However, ESBC is required by the indenture (the "1996 Indenture") under which ESBC issued its 13 1/8% Senior Secured Discount Notes due 2004 (the "1996 Notes"), whether or not it is then subject to Section 13 or 15(d) of the Exchange Act, to file with the Commission and furnish to holders of the 1996 Notes and the trustee under the 1996 Indenture copies of the annual reports, quarterly reports and other periodic reports which ESBC and Direct Broadcasting Satellite Corporation ("New DBSC") would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if they were subject to such sections. ESBC and New DBSC also agreed to provide all of the foregoing information for ESBC and New DBSC taken as a single entity. Likewise, Dish, Ltd. is required by the indenture (the "1994 Indenture") under which Dish, Ltd. issued its 12 7/8% Senior Secured Discount Notes due 2004 (the "1994 Notes"), whether or not it is then subject to Section 13 or 15(d) of the Exchange Act, to file with the Commission and furnish to holders of the 1994 Notes and the trustee under the 1994 Indenture copies of the annual reports, quarterly reports and other periodic reports which Dish, Ltd. would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if Dish, Ltd. were subject to such sections. EchoStar Communications Corporation is subject to the informational requirements of the Exchange Act. Upon the effectiveness of the Registration Statement or, if earlier, the Shelf Registration Statement (as defined herein), pursuant to the Indenture, the Issuer will file all reports and other information required by the Exchange Act. The Registration Statement, as well as periodic reports, proxy statements and other information filed by the Issuer with the Commission, may be inspected at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, or at its regional offices located at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661 and Seven World Trade Center, Suite 1300, New York, New York 10048. Copies of such material can be obtained from the Issuer upon request. Any such request should be addressed to the Issuer's principal offices at 90 Inverness Circle East, Englewood, Colorado 80112-5300 (telephone (303) 799-8222).

The Issuer's, Dish, Ltd.'s and ESBC's obligation to file periodic reports with the Commission pursuant to the Exchange Act may be suspended if the Notes are held of record by fewer than 300 holders at the beginning of any fiscal year of the Issuer, other than the fiscal year in which the Registration Statement or the Shelf Registration Statement becomes effective. However, the Issuer has agreed, pursuant to the indenture dated as of June 25, 1997 (the "Indenture") governing the Notes, that, whether or not it is then subject to Section 13 or 15(d) of the Exchange Act, it will file with the Commission and furnish to the holders of the Notes and the Trustee under the Indenture (and, if filing such documents with the Commission is prohibited, to prospective holders of the Notes upon request) copies of the annual reports, quarterly reports and other periodic reports which the Issuer would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Issuer were subject to such Sections. In addition, the Issuer will furnish, upon request of any holder of a Note, such information as is specified in paragraph (d)(4) of Rule 144A, to the holder or to a prospective purchaser of such Note who the holder reasonably believes is a qualified institutional buyer within the meaning of Rule 144A, in order to permit compliance by such holder with Rule 144A in connection with the resale of such Note by such holder unless, at the time of the request, the Issuer is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act.

UNTIL_____, 1997 (90 DAYS AFTER THE DATE OF THIS PROSPECTUS), ALL DEALERS EFFECTING TRANSACTIONS IN THE REGISTERED SECURITIES, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

NOTICE TO INVESTORS

THIS PROSPECTUS (THE "PROSPECTUS") DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY NOTES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH AN OFFERING OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

ALL STATEMENTS CONTAINED HEREIN, AS WELL AS STATEMENTS MADE IN PRESS RELEASES AND ORAL STATEMENTS THAT MAY BE MADE BY ECHOSTAR OR BY OFFICERS, DIRECTORS OR EMPLOYEES OF ECHOSTAR ACTING ON ITS BEHALF, THAT ARE NOT STATEMENTS OF HISTORICAL FACT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT COULD CAUSE THE ACTUAL RESULTS OF THE COMPANY TO BE MATERIALLY DIFFERENT FROM HISTORICAL RESULTS OR FROM ANY FUTURE RESULTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. AMONG THE FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY ARE THE FOLLOWING: THE UNAVAILABILITY OF SUFFICIENT CAPITAL ON SATISFACTORY TERMS TO FINANCE THE COMPANY'S BUSINESS PLAN; INCREASED COMPETITION FROM CABLE, DBS, OTHER SATELLITE SYSTEM OPERATORS AND OTHER PROVIDERS OF SUBSCRIPTION TELEVISION SERVICES; THE INTRODUCTION OF NEW TECHNOLOGIES AND COMPETITORS INTO THE SUBSCRIPTION TELEVISION BUSINESS; INCREASED SUBSCRIBER ACQUISITION COSTS AND SUBSCRIBER PROMOTION SUBSIDIES; THE INABILITY OF THE COMPANY TO CONTINUE TO HOLD AND TO OBTAIN ADDITIONAL NECESSARY SHAREHOLDER AND BONDHOLDER APPROVAL OF ANY STRATEGIC TRANSACTIONS; THE INABILITY OF THE COMPANY TO OBTAIN AND HOLD NECESSARY AUTHORIZATIONS FROM THE FCC; THE OUTCOME OF ANY LITIGATION IN WHICH THE COMPANY MAY BE INVOLVED; GENERAL BUSINESS AND ECONOMIC CONDITIONS; AND OTHER RISK FACTORS DESCRIBED FROM TIME TO TIME IN THE COMPANY'S REPORTS FILED WITH THE SEC. IN ADDITION TO STATEMENTS THAT EXPLICITLY DESCRIBE SUCH RISKS AND UNCERTAINTIES, READERS ARE URGED TO CONSIDER STATEMENTS THAT INCLUDE THE TERMS "BELIEVES," "BELIEF," "EXPECTS," "PLANS," "ANTICIPATES," "INTENDS" OR THE LIKE TO BE UNCERTAIN AND FORWARD-LOOKING. ALL CAUTIONARY STATEMENTS MADE HEREIN SHOULD BE READ AS BEING APPLICABLE TO ALL FORWARD-LOOKING STATEMENTS WHEREVER THEY APPEAR. IN THIS CONNECTION, INVESTORS SHOULD CONSIDER THE RISKS DESCRIBED HEREIN.

PROSPECTUS SUMMARY

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE MORE DETAILED INFORMATION, INCLUDING THE CONSOLIDATED FINANCIAL STATEMENTS AND THE NOTES THERETO, APPEARING ELSEWHERE IN THIS PROSPECTUS. ECHOSTAR DBS CORPORATION, A COLORADO CORPORATION, WAS INCORPORATED DURING 1996 BY ITS PARENT, ECHOSTAR COMMUNICATIONS CORPORATION, A NEVADA CORPORATION, THE CLASS A COMMON STOCK OF WHICH IS QUOTED ON THE NASDAQ NATIONAL MARKET UNDER THE SYMBOL "DISH." AS USED IN THIS PROSPECTUS, UNLESS THE CONTEXT OTHERWISE REQUIRES, "ECHOSTAR" OR THE "COMPANY" REFERS TO ECHOSTAR COMMUNICATIONS CORPORATION AND ITS SUBSIDIARIES AND "ISSUER" REFERS TO ECHOSTAR DBS CORPORATION.

THE COMPANY

EchoStar is a leading provider of direct broadcast satellite ("DBS") programming services in the United States. The Company commenced its DBS service (the "DISH Network-SM-") in March 1996, after the successful launch of its first satellite ("EchoStar I") in December 1995. The Company launched its second satellite ("EchoStar II") in September 1996. Since December 31, 1996, EchoStar has increased its DISH Network-SM- subscriber base approximately 69% from 350,000 to approximately 590,000 subscribers at June 30, 1997. During 1997, EchoStar believes that it has captured approximately 28% of all new DBS satellite subscribers in the U.S. Average monthly programming revenue during 1997 has been approximately $38 per subscriber.

The introduction of DBS receivers is widely regarded as the most successful introduction of a consumer electronics product in U.S. history, surpassing the rollout of color televisions, VCRs and compact disc players. As of June 1, 1997, approximately 5 million U.S. households subscribed to DBS and other digital direct-to-home ("DTH") satellite services. Industry sources project that the DTH market could grow to as many as 19 million subscribers by the year 2002.

EchoStar believes that there is significant unsatisfied demand for high-quality, reasonably-priced television programming. Of the approximately 96 million television households in the U.S., it is estimated that more than 60 million subscribers pay an average of $34 per month for multichannel programming services. EchoStar's primary target market for the DISH Network-SM- includes cable subscribers in urban and suburban areas who are dissatisfied with the quality or price of their cable programming, or who want niche programming services not available from most cable operators. Other target markets for the DISH Network-SM-include the approximately 7 million households not passed by cable television systems and the approximately 21 million households currently passed by cable television systems with relatively limited channel capacity.

EchoStar has rights to more U.S. licensed DBS frequencies than any of its competitors, and currently controls 90 frequencies, including 21 frequencies at an orbital slot capable of providing nationwide DBS service. The Company currently provides approximately 120 channels of digital television programming and over 30 channels of CD quality audio programming to the entire continental U.S. DISH Network-SM- subscribers can choose from a variety of programming packages that EchoStar believes have a better price-to-value relationship than packages currently offered by most pay television providers.

DISH Network-SM- programming is available to any subscriber who purchases or leases an 18-inch satellite dish, an EchoStar digital satellite receiver, a user-friendly remote control and related components (collectively, an "EchoStar Receiver System"). EchoStar Receiver Systems are fully compatible with MPEG-2, the world digital standard for computers and consumer electronics products, and provide image and sound quality superior to current analog cable or wireless cable service. EchoStar Receiver Systems are designed and engineered by the Company's wholly-owned subsidiary, Houston Tracker Systems, Inc. ("HTS"). Satellite receivers designed by HTS have won numerous awards from dealers, retailers and industry trade publications.

The Company's primary objective is to become a leading provider of subscription television services in the U.S. To achieve this objective, the Company will seek to:

EXPAND PROGRAMMING OFFERINGS. The Company expects to launch its third and fourth satellites ("EchoStar III" and "EchoStar IV") in September 1997 and in the first quarter of 1998, respectively. EchoStar III, which is expected to serve the eastern half of the U.S. from 61.5DEG. West Longitude ("WL"), and EchoStar IV, which is expected to serve the western half of the U.S. from 148DEG. WL, should enable EchoStar to retransmit local broadcast signals in 20 of the largest U.S. television markets (assuming receipt of all required retransmission consents and copyright licenses) and to provide subscribers with additional sports, foreign language, cultural, business, educational and other niche programming. EchoStar III and EchoStar IV will also provide EchoStar the capacity to offer subscribers high definition television ("HDTV") and popular Internet and other computer data at high transmission speeds. By expanding its programming services, EchoStar believes that it may

be able to differentiate itself from other providers of subscription television services, which may not be able to cost-effectively, or do not have the capacity to, offer similar services. In addition, the Company has been conditionally granted fixed satellite service ("FSS") orbital locations at 121DEG. WL and 83DEG. WL in the Ku-band and at 121DEG. WL and 83DEG. WL in the Ka-band, and has applications for two extended Ku-band satellites pending at the FCC. Certain regulatory challenges remain pending against these FSS licenses and applications.

CONTINUE TO EXPAND DISTRIBUTION CHANNELS. The Company continues to strengthen its sales and distribution channels, which include consumer retail outlets, consumer electronics retailers and direct sales representatives. For example, the Company recently announced an agreement with JVC Company of America ("JVC"), under which JVC will purchase EchoStar Receiver Systems for distribution through existing JVC channels using the JVC and DISH Network-SM- brand names. All consumers who purchase JVC branded satellite receiver systems will also subscribe to DISH Network-SM- programming.

PROVIDE ATTRACTIVELY PRICED PROGRAMMING AND SYSTEMS. EchoStar's entry level America's Top 40 programming package is priced at $19.99 per month, as compared to, on average, over $30 per month for comparable cable service. Consumers can add six premium movie channels for an additional $10 per month, the same amount cable subscribers typically pay for one movie channel. On June 1, 1997, the Company announced a new marketing program, offering subscribers a standard EchoStar Receiver System for $199 (as compared to an average retail price in March 1996 of $499), without requiring an extended subscription commitment or significant up front programming payments.

EMPHASIZE ONE-STOP SHOPPING. The Company believes that providing outstanding service, convenience and value are essential to developing long-term customer relationships. The Company offers consumers a "one-stop shopping" service which includes programming, installation, maintenance, reliable customer service and satellite reception equipment. To enhance responsiveness to its customers, the Company has established a single telephone number (1-800-333-DISH), which customers can call 24 hours a day, seven days a week to order EchoStar Receiver Systems, activate programming services, schedule installation and obtain technical support. The Company believes it is the only DBS provider to offer a comprehensive single-point customer service function.

The principal offices of EchoStar and the Issuer are located at 90 Inverness Circle East, Englewood, Colorado 80112-5300, and their telephone number is (303) 799-8222.

RECENT DEVELOPMENTS

NEW MARKETING PROMOTION

Beginning June 1, 1997, EchoStar implemented a new marketing program in which independent retailers are able to offer standard EchoStar Receiver Systems to consumers for a suggested retail price of $199 (the "1997 Promotion"). Previously, consumers could purchase EchoStar Receiver Systems for approximately $199, but were also required to purchase a prepaid one-year subscription to the DISH Network's-SM- America's Top 50 CD programming package for $300 (the "1996 Promotion"). The 1997 Promotion allows consumers to subscribe to the DISH Network'sSM various programming offerings on a month-to-month basis, without requiring an extended subscription commitment or significant up front programming payments. While there can be no assurance, EchoStar believes that by significantly reducing the "up front" cost to the consumer and eliminating extended subscription commitments, the 1997 Promotion may increase consumer demand for DISH NetworkSM services. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

JVC ALLIANCE

On April 14, 1997, EchoStar and JVC announced their plan to enter into a strategic alliance (the "JVC Alliance") pursuant to which JVC will distribute EchoStar Receiver Systems through JVC's national retail network. The JVC brand name will appear on three models of EchoStar Receiver Systems. Management believes that the JVC Alliance will result in increased distribution and potentially greater consumer acceptance of EchoStar Receiver Systems.

TELEFONICA AGREEMENT

On June 2, 1997, Distribuidora de Television Digital S.A. ("Telefonica"), a DBS joint venture in Spain, selected EchoStar to supply digital set top boxes for its satellite television service scheduled to launch in September 1997. Revenues from Telefonica's initial order of 100,000 digital set-top boxes are expected to be approximately $40 million in 1997.

NEWS CORPORATION LITIGATION

On February 24, 1997, EchoStar and The News Corporation Limited ("News") announced an agreement (the "News Agreement") pursuant to which, among other things, News agreed to acquire approximately 50% of the outstanding capital stock of EchoStar. News also agreed to make available for use by EchoStar the DBS permit for 28 frequencies at 110DEG. WL purchased by MCI Communications Corporation ("MCI") for over $682 million following a 1996 Federal Communications Commission ("FCC") auction. During late April 1997, substantial disagreements arose between the parties regarding their obligations under the News Agreement.

During May 1997, EchoStar initiated litigation alleging, among other things, breach of contract, failure to act in good faith, and other causes of action. News has denied all of EchoStar's material allegations and has asserted numerous counterclaims against EchoStar and its Chairman and Chief Executive Officer, Charles W. Ergen. While EchoStar is confident of its position and believes it will ultimately prevail, the litigation process could continue for many years and there can be no assurance concerning the outcome of the litigation.

DOMINION AGREEMENT

The FCC has granted Dominion Video Satellite, Inc. ("Dominion") a conditional construction permit and related rights to eight frequencies at 61.5DEG. WL, the same orbital location where EchoStar III is expected to be located. EchoStar has exercised its right under its agreement with Dominion (the "Dominion Agreement"), subject to obtaining any necessary FCC approvals, to use and program, for the expected life of the satellite, six of the eight transponders on EchoStar III originally made available to Dominion. Consequently, assuming necessary FCC approvals are obtained, EchoStar would have the right to use a total of up to 17 transponders on EchoStar III.

THE EXCHANGE OFFER

The Exchange Offer.....	The Issuer is offering to exchange (the "Exchange Offer") up to $375,000,000 aggregate principal amount of its new 12 1/2% Senior Secured Notes due 2002 (the "Exchange Notes") for up to $375,000,000 aggregate principal amount of its outstanding 12 1/2% Senior Secured Notes due 2002 that were issued and sold in a transaction exempt from registration under the Securities Act (the "Old Notes" and, together with the Exchange Notes, the "Notes"). The form and terms of the Exchange Notes are substantially identical (including principal amount, interest rate, maturity, security and ranking) to the form and terms of the Old Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes are freely transferable by holders thereof except as provided herein (see "The Exchange Offer - Terms of the Exchange" and "- Terms and Conditions of the Letter of Transmittal") and are not entitled to certain registration rights and certain liquidated damages which are applicable to the Old Notes under a registration rights agreement dated as of June 25, 1997 (the "Registration Rights Agreement") among the Issuer, and the Guarantors and Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc., as initial purchasers (collectively, the "Initial Purchasers"). See Description of Exchange Notes - Old Notes' Registration Rights; Liquidated Damages. Exchange Notes issued pursuant to the Exchange Offer in exchange for the Old Notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any holder which is: (i) an Affiliate of the Issuer; (ii) a broker dealer who acquired Old Notes directly from the Issuer; or (iii) a broker- dealer who acquired Old Notes as a result of market-making or other trading activities), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders are not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of such Exchange Notes.
Minimum Condition.....	The Exchange Offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered or accepted for exchange.
Expiration Date.....	The Exchange Offer will expire at 5:00 p.m., Eastern time, on , 1997, unless extended (the "Expiration Date").
Exchange Date.....	The first date of acceptance for exchange of the Old Notes will be the first business day following the Expiration Date.
Conditions to the Exchange Offer.....	The obligation of the Issuer to consummate the Exchange Offer is subject to certain conditions. See "The Exchange Offer - Conditions to the Exchange Offer." The Issuer reserves the right to terminate or amend the Exchange Offer at any time prior to the Expiration Date upon the occurrence of any of those conditions.
Withdrawal Rights.....	Tenders of Old Notes pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date. Any Old Notes not accepted for any reason will be returned without expense to the tendering holders thereof as promptly as practicable after the expiration or termination of the Exchange Offer.

Procedures for Tendering Old Notes.....	See "The Exchange Offer - How to Tender."
Federal Income Tax Consequences.....	The exchange of Old Notes for Exchange Notes by tendering holders will not be a taxable exchange for federal income tax purposes, and such holders should not recognize any taxable gain or loss or any interest income as a result of such exchange. See "Certain United States Federal Income Tax Considerations."
Use of Proceeds.....	There will be no cash proceeds to the Issuer from the exchange pursuant to the Exchange Offer.
Effect on Holders of Old Notes.....	As a result of the making of this Exchange Offer, and upon acceptance for exchange of all validly tendered Old Notes pursuant to the terms of this Exchange Offer, the Issuer will have fulfilled obligations contained in the terms of the Old Notes and the Registration Rights Agreement, and, accordingly, the holders of the Old Notes will have no further registration or other rights under the Registration Rights Agreement, except under certain limited circumstances. See "Description of Exchange Notes - Old Notes' Registration Rights; Liquidated Damages." Holders of the Old Notes who do not tender their Old Notes in the Exchange Offer will continue to hold such Old Notes and will be entitled to all the rights and limitations applicable thereto under the Indenture. All untendered, and tendered but unaccepted, Old Notes will continue to be subject to the restrictions on transfer provided for in the Old Notes and the Indenture. To the extent that Old Notes are tendered and accepted in the Exchange Offer, the trading market, if any, for the Old Notes not so tendered is likely to be adversely affected. See "Risk Factors - Consequences of Failure to Exchange Old Notes."

TERMS OF THE EXCHANGE NOTES

The Exchange Offer applies to $375,000,000 aggregate principal amount of Old Notes. The form and terms of the Exchange Notes are substantially identical to the form and terms of the Old Notes, except that the Exchange Notes have been registered under the Securities Act, and therefore, will not bear legends restricting the transfer thereof. The Exchange Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture. See "Description of Exchange Notes."

Securities Offered.....	$375.0 million aggregate principal amount of 12 1/2% Senior Secured Notes due 2002 (the "Exchange Notes").
Maturity Date.....	July 1, 2002.
Interest Payment Dates.....	Interest will accrue at the rate of 12 1/2% per annum and will be payable semi-annually in cash on January 1 and July 1 of each year, commencing January 1, 1998.
Ranking.....	The Notes will rank senior in right of payment to all subordinated indebtedness of the Issuer and PARI PASSU in right of payment with all senior indebtedness of the Issuer. Although the Notes are titled "Senior": (i) the Issuer has not issued, and does not have any plans to issue, any indebtedness to which the Notes would be senior; and (ii) the Notes will be effectively subordinated to all liabilities of the Issuer's subsidiaries, including liabilities to general creditors (except to the extent that any subsidiary of the Issuer may guarantee the Notes), and the EchoStar Guarantee (see below) of the Notes will be subordinated to all liabilities of EchoStar (except liabilities to general creditors). As of March 31, 1997, the consolidated liabilities of EchoStar and its subsidiaries aggregated approximately $1.1 billion. On a pro forma basis, after giving effect to issuance

	of the Old Notes and application of the net proceeds therefrom, the Issuer's aggregate consolidated Indebtedness as of March 31, 1997, for purposes of the indenture relating to the Notes (the "Indenture"), would have been approximately $1.3 billion. See "Description of Exchange Notes" and "Capitalization."
Optional Redemption.....	Except as set forth below, the Notes will not be redeemable at the Issuer's option prior to July 1, 2000. Thereafter, the Notes will be subject to redemption, at the option of the Issuer, in whole or in part, at the redemption prices set forth herein. In addition, at any time prior to July 1, 2000, the Issuer may redeem Notes at a redemption price equal to 112.50% of the principal amount thereof, together with accrued and unpaid interest thereon to the redemption date, with the net proceeds of one public or private sale of certain Equity Interests (as defined herein) of EchoStar, the Issuer or any of their subsidiaries (other than proceeds from a sale to EchoStar, the Issuer or any of their subsidiaries), provided that: (i) at least two-thirds of the Notes remain outstanding immediately after the occurrence of such redemption; and (ii) such redemption occurs within 120 days of the date of the closing of any such sale.
Change of Control.....	Upon the occurrence of a Change of Control (as defined herein), the Issuer will be required to make an offer to each holder of the Notes to repurchase all or any part of such holder's Notes at a purchase price equal to 101% of the principal amount thereof, together with accrued and unpaid interest thereon to the date of repurchase.
Offer to Purchase.....	Upon the occurrence of certain events described under "Description of Exchange Notes--Offer to Purchase upon the Occurrence of Certain Events," the Issuer will be required to offer to repurchase a specified amount of Notes at a purchase price equal to 101% of the principal amount thereof, together with accrued and unpaid interest thereon to the date of repurchase.
Significant Transactions.....	EchoStar and its subsidiaries will be permitted to engage in certain Significant Transactions (as defined), notwithstanding the fact that such transactions would otherwise be prohibited under the Indenture, PROVIDED that: (i) such transactions are for fair market value in the opinion of an investment banking firm of national standing and the Board of Directors; and (ii) prior to consummation of such transactions, the Issuer makes an offer to each holder of Notes to repurchase all or any part of such holder's Notes at a purchase price equal to 101% of the principal amount thereof, together with accrued and unpaid interest thereon to the date of repurchase. See "Description of Exchange Notes--Significant Transactions."
Interest Escrow Account.....	The Issuer has placed approximately $109.0 million of the net proceeds realized from the sale of the Old Notes into an Interest Escrow Account held by the Escrow Agent for the benefit of the holders of the Notes. Such funds, together with the reasonably expected proceeds from the investment thereof, will secure, and will be sufficient to pay, the first five semi-annual interest payments on the Notes. See "Description of Exchange Notes--Disbursement of Funds--Escrow Accounts."
Satellite Escrow Account.....	The Issuer has placed $112.0 million of the net proceeds realized from the sale of the Old Notes into a Satellite Escrow Account held by the Escrow Agent for the benefit of the holders of the Notes. Such funds, together with the reasonably expected proceeds from the investment thereof, will be retained in escrow until disbursed, under certain conditions, for payment of construction, launch and insurance costs for EchoStar IV. See "Description of Exchange Notes--

	Disbursement of Funds--Escrow Accounts."
Security.....	The Exchange Notes are initially secured by: (i) a pledge by EchoStar of the capital stock of the Issuer; (ii) a first priority security interest in both the Interest and Satellite Escrow Accounts; (iii) a first priority security interest, when launched, in EchoStar IV; (iv) a first priority security interest in the proceeds of any sale upon foreclosure of the Issuer's permit from the FCC for the 148DEG. WL orbital slot frequency assignments; and (v) a collateral assignment of all contracts relating to the construction, launch, insurance and TT&C (as defined) of EchoStar IV (in the case of such collateral assignments, the Issuer has agreed to use its best efforts to obtain any required consents by August 24, 1997 (none of which required consents had been obtained as of the date of the Prospectus)). See "Description of Exchange Notes--Security."
Guarantees.....	The Notes are guaranteed by EchoStar on a subordinated basis. On and after the ESBC Guarantee Date (as defined), the Notes will be guaranteed by ESBC, a wholly-owned subsidiary of the Issuer, which guarantee will rank PARI PASSU with all senior unsecured indebtedness of ESBC. On and after the Dish Guarantee Date (as defined), the Notes will be guaranteed by Dish, a wholly-owned subsidiary of ESBC, which guarantee will rank PARI PASSU with all senior unsecured indebtedness of Dish. See "Description of Exchange Notes--Affiliate Guarantees."
Maintenance of Insurance.....	The Indenture requires the Issuer to obtain Launch Insurance (as defined) for EchoStar IV, in an amount equal to or greater than the cost of construction and launch of and insurance on EchoStar IV. The Indenture also requires the Issuer to maintain In-orbit Insurance (as defined) for EchoStar IV in an amount equal to or greater than the cost of construction, launch and insurance of EchoStar IV.
Certain Other Covenants.....	The Indenture restricts, among other things, the payment of dividends, the repurchase of stock and subordinated indebtedness of the Issuer, the making of certain other Restricted Payments (as defined), the incurrence of indebtedness and the issuance of preferred stock, certain asset sales, the creation of certain liens, certain mergers and consolidations, and transactions with Affiliates (as defined). The Indenture permits the Issuer to launch, move or otherwise assign (collectively, "Transfer") in a transaction which is not an Asset Sale under the terms of the Indenture, EchoStar IV into an orbital slot other than 148DEG. WL provided the Issuer delivers to the Trustee an Opinion of Counsel to the effect, among other things, that the holders of the Notes will maintain their security interest in EchoStar IV. See "Description of Exchange Notes--Asset Sales; Transfer of EchoStar IV."
Registration Rights; Liquidated Damages..	Pursuant to a registration rights agreement among the Issuer, the Guarantors and the Initial Purchasers (the "Registration Rights Agreement"), the Issuer and the Guarantors agreed: (i) to file a registration statement (the "Exchange Offer Registration Statement") on or prior to July 25, 1997 relating to an exchange offer for the Old Notes and Guarantees (the "Exchange Offer"); and (ii) to use their best efforts to cause the Exchange Offer Registration Statement to be declared effective by the Commission on or prior to November 22, 1997. In certain circumstances, the Issuer and the Guarantors will be required to provide a shelf registration statement (the "Shelf Registration Statement") to cover resales of the Notes and Guarantees by the holders thereof. If the Issuer and the Guarantors do not comply with their obligations under the Registration Rights Agreement, they will be required to pay Liquidated Damages to holders of the

	Notes under certain circumstances. See "Description of Exchange Notes--Registration Rights; Liquidated Damages."
Transfer Restrictions.....	The Old Notes and Guarantees have not been registered under the Securities Act and are subject to certain restrictions on transfer. The Exchange Notes, and Old Notes registered pursuant to an effective registration statement, will generally be freely transferable. See "Notice to Investors." The Issuer does not intend to apply for listing of the Notes on any securities exchange or for quotation through the Nasdaq National Market or any other securities quotation service.

SUMMARY FINANCIAL DATA

Prior to consummation of the Old Notes Offering, EchoStar contributed all of the outstanding capital stock of ESBC to the Issuer (the "Contribution"). Similarly, in January 1996, EchoStar contributed all of the outstanding capital stock of Dish to ESBC (the "Dish Contribution"). The Contribution and the Dish Contribution have been accounted for as reorganizations of entities under common control, in which Dish was treated as the predecessor to ESBC and ESBC was treated as the predecessor to the Issuer. The following summary financial data and the selected financial data presented elsewhere in this Prospectus for the five years ended December 31, 1996 are derived from the Consolidated Financial Statements of the Issuer and the Issuer's predecessor entities, audited by Arthur Andersen LLP, independent public accountants. The following summary financial data with respect to the three months ended March 31, 1996 and 1997 are unaudited; however, in the opinion of management, such data reflect all adjustments (consisting only of normal recurring adjustments) necessary to fairly present the data for such interim periods. Operating results for interim periods are not necessarily indicative of the results that may be expected for a full year. The data set forth in this table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," the Issuer's Consolidated Financial Statements and the Notes thereto, and other financial information included elsewhere in this Prospectus.

	YEARS ENDED DECEMBER 31,					THREE MONTHS ENDED MARCH 31,	
	1992(1)	1993(1)	1994	1995	1996	1996	1997
	(IN THOUSANDS, EXCEPT RATIOS, SUBSCRIBERS AND SATELLITE RECEIVERS SOLD)					(UNAUDITED)	
STATEMENT OF OPERATIONS DATA:							
Revenue	$ 165,088	$220,941	$190,983	$163,890	$ 209,731	$41,026	$ 71,462
Operating income (loss)	11,286	18,204	13,216	(8,006)	(108,865)	(8,991)	(43,328)
Net income (loss)	7,529	12,272	90	(12,361)	(101,676)	(7,787)	(61,950)
OTHER DATA:							
EBITDA (2)	$ 12,329	$ 19,881	$ 15,459	$ (4,892)	$ (65,496)	$ (5,661)	$ (2,623)
Ratio of earnings to fixed charges (3)	15.0x	18.4x	1.0x	--	--	--	--
Deficiency of earnings to fixed charges (3)	--	--	--	$(18,552)	$(156,529)	$(12,911)	$ (61,931)
DBS subscribers	--	--	--	--	350,000	2,000	480,000
Satellite receivers sold (in units):							
Domestic	116,000	132,000	114,000	131,000	518,000	45,000	173,000
International	85,000	203,000	289,000	331,000	239,000	76,000	53,000
Total	201,000	335,000	403,000	462,000	757,000	121,000	226,000

	AS OF MARCH 31, 1997	
	ACTUAL	AS ADJUSTED (4)
	(UNAUDITED)	
BALANCE SHEET DATA:		
Cash, cash equivalents and marketable investment securities (5)	$ 33,517	$ 175,017
Total assets	1,084,639	1,459,639
Old Notes	--	375,000
Total long-term obligations (less current portion)	910,604	1,285,604
Total stockholder's equity	(68,626)	(68,626)

SUMMARY SATELLITE DATA

	ECHOSTAR I	ECHOSTAR II	ECHOSTAR III	ECHOSTAR IV
Expected launch date	Launched	Launched	September 1997	1st Quarter 1998
Orbital slot	119DEG. WL	119DEG. WL	61.5DEG. WL	148DEG. WL (6)
Transponders	16 @ 24 MHz	16 @ 24 MHz	16/32 @ 24 MHz (7)	16/32 @ 24 MHz (7)
Approximate channel capacity (8)	100 channels	100 channels	100/200 channels	100/200 channels
Output power	130 Watts	130 Watts	240/120 Watts	240/120 Watts
Expected end of commercial life (9)	2011	2011	2012	2013
Coverage area	Continental U.S. and certain regions of Canada and Mexico		Eastern and Central U.S.	Western and Central U.S. Alaska and Hawaii

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(1) Certain of the Issuer's subsidiaries operated under Subchapter S of the Internal Revenue Code of 1986, as amended (the "Code"), and comparable provisions of applicable state income tax laws, until December 31, 1993. The net income for 1992 and 1993 presented above is net of pro forma income

taxes of $3,304 and $7,846, respectively, determined as if the Issuer had been subject to corporate Federal and state income taxes for those years. See Note 7 of Notes to the Issuer's Consolidated Financial Statements.

(2) EBITDA represents earnings before interest (net), taxes, depreciation and amortization (including amortization of subscriber acquisition costs of $16.0 million for the year ended December 31, 1996 and $28.1 million for the three months ended March 31, 1997). EBITDA is commonly used in the communications industry to analyze companies on the basis of operating performance, leverage and liquidity. EBITDA is not intended to represent cash flows for the period, nor has it been presented as an alternative to operating income as an indicator of operating performance and should not be considered in isolation or as a substitute for measures of performance determined in accordance with generally accepted accounting principles. See the Issuer's Consolidated Financial Statements contained elsewhere in this Prospectus.

(3) For purposes of computing the ratio of earnings to fixed charges and the deficiency of earnings to fixed charges, earnings consist of earnings from continuing operations before income taxes, plus fixed charges. Fixed charges consist of interest incurred on all indebtedness and the computed interest components of rental expense under noncancelable operating leases. For the years ended December 31, 1995 and 1996 and the three months ended March 31, 1996 and 1997, earnings were insufficient to cover fixed charges.

(4) Gives effect to the Old Notes Offering and the application of the net proceeds thereof.

(5) Excludes amounts held in escrow and other restricted cash of approximately $51.5 million as of March 31, 1997. The March 31, 1997, as adjusted, data also excludes $112.0 million to be placed in the Satellite Escrow Account and approximately $109.0 million to be placed in the Interest Escrow Account.

(6) EchoStar presently intends to launch EchoStar IV into the 148DEG. WL orbital slot during the first quarter of 1998. The Company may, however, subject in each case to applicable FCC approvals and other conditions in the Indenture, determine to launch or move EchoStar IV into the 61.5DEG. WL or the 119DEG. WL orbital slot. See "Description of Exchange Notes--Significant Transactions" and "--Certain Covenants--Asset Sales; Transfer of EchoStar IV."

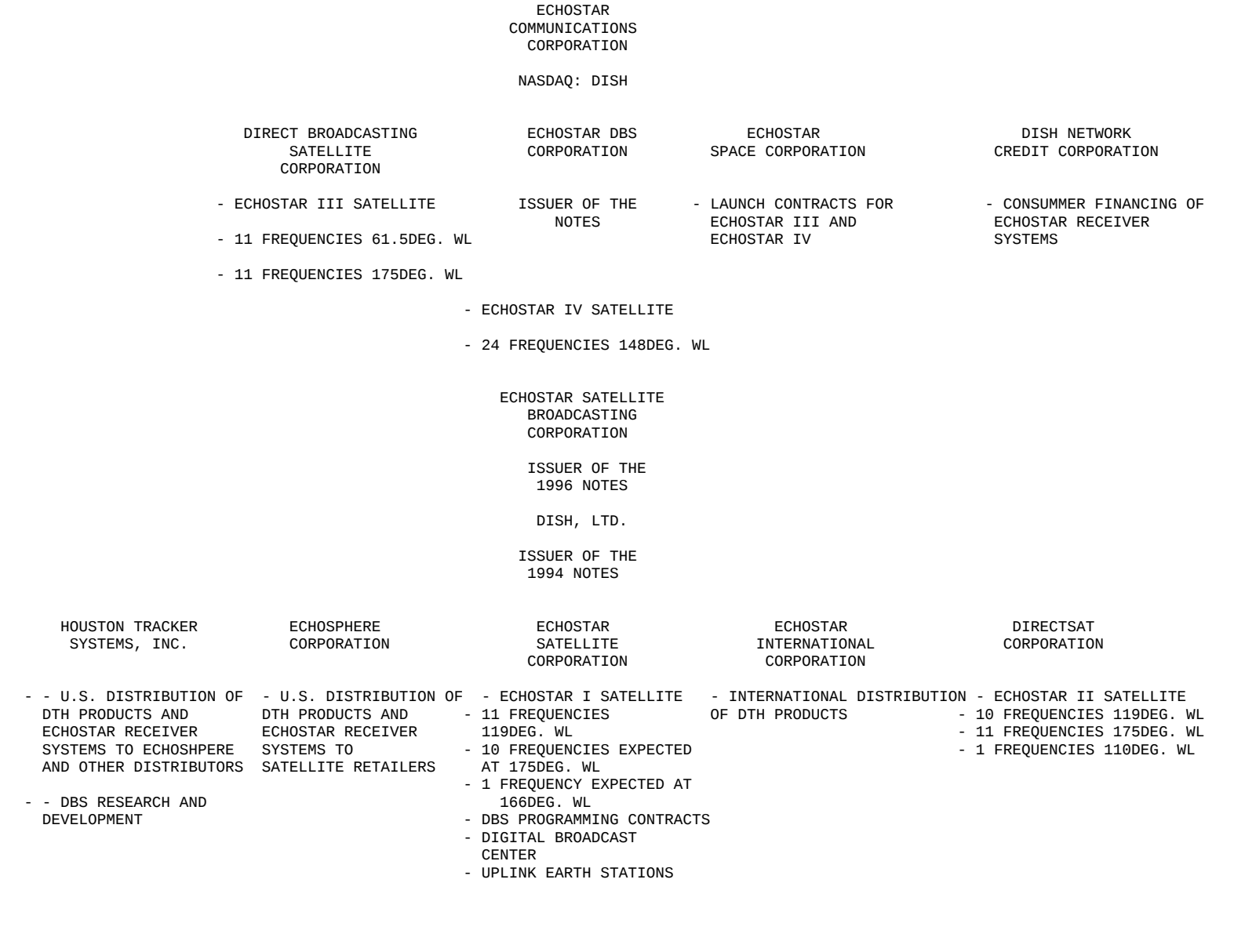
(7) The transponders on each of these satellites can be independently switched to provide a range from 16 transponders operating at 240 Watts each to 32 transponders operating at 120 Watts each.

(8) EchoStar's DBS permits cover: (i) 11 of the 16 transponders (approximately 65 of 100 channels) on EchoStar I; (ii) 10 of the 16 transponders (approximately 60 of 100 channels) on EchoStar II; (iii) 11 of the 16 transponders (approximately 65 of 100 channels) on EchoStar III; and (iv) 24 of the 32 transponders (approximately 150 of 200 channels) on EchoStar IV.

(9) The expected end of commercial life of each satellite has been estimated by EchoStar based on each satellite's actual or expected launch date and the terms of the construction and launch contracts. The minimum design life is 12 years. The licenses are issued for ten year periods, and would, unless renewed by the FCC, expire prior to the end of the minimum design life.

THE ECHOSTAR ORGANIZATION

The following chart illustrates where significant EchoStar assets and rights are, or are expected to be, held following the Contribution:



The Notes are initially secured by:

(i) A pledge of the capital stock of the Issuer.
(ii) A first priority security interest in the proceeds of any sale upon foreclosure of the Issuer's permit from the FCC for the 148DEG. WL orbital slot frequency assignments.
(iii) A first priority security interest, when launched, in EchoStar IV.
(iv) A collateral assignment of certain construction, launch and insurance contracts relating to EchoStar IV (in the case of such collateral assignments, the Issuer has agreed to use its best efforts to obtain any required consents by August 24, 1997 (none of which required consents had been obtained as of the date of the Prospectus)).
(v) A first priority security interest in each of the Satellite Escrow Account and the Interest Escrow Account.

RISK FACTORS

HOLDERS OF THE OLD NOTES SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION CONTAINED IN THIS PROSPECTUS, WHICH MAY BE GENERALLY APPLICABLE TO THE OLD NOTES AS WELL AS TO THE EXCHANGE NOTES, BEFORE DECIDING WHETHER TO TENDER THEIR OLD NOTES FOR THE EXCHANGE NOTES OFFERED HEREBY AND, IN PARTICULAR, THE FOLLOWING FACTORS:

COMPETITION FROM DBS AND OTHER SATELLITE SYSTEM OPERATORS. The subscription television industry is highly competitive. EchoStar faces competition from companies offering video, audio, data, programming and entertainment services. Many of these competitors have substantially greater financial and marketing resources than EchoStar. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

EchoStar competes with companies offering programming through various satellite broadcasting systems. One competitor, DirecTv, Inc. ("DirecTv"), has launched three DBS satellites and has 27 frequencies that are capable of transmitting to the entire continental U.S. ("full-CONUS"). DirecTv and U.S. Satellite Broadcasting Corporation ("USSB"), which owns five transponders on one of DirecTv's satellites, currently offer over 150 channels of combined DBS video programming. As of June 30, 1997, DirecTv had approximately 2.7 million subscribers, approximately one-half of which also subscribed to USSB programming. EchoStar is currently at a competitive disadvantage to DirecTv and USSB with regard to market entry, programming and, possibly, volume discounts for programming offerings. In addition, in the event desirable pay-per-view or other popular programming is secured by competitors of EchoStar on an exclusive basis, it will be unavailable to EchoStar's DISH Network-SM-. DirecTv currently has exclusive distribution rights for out-of-market National Football League telecasts. There may be additional sports and other programming offered by other pay television providers that will not be available on the DISH Network-SM-. See "Business--Competition -- Other DBS and Home Satellite Operators."

AT&T Corporation ("AT&T") and DirecTv have entered into an exclusive agreement for AT&T to market and distribute DirecTv's DBS service. As part of the agreement, AT&T made an initial investment of approximately $137.5 million to acquire 2.5% of the equity of DirecTv with an option to increase its investment to up to 30% over a five-year period. This agreement provides a significant base of potential customers for the DirecTv DBS system and allows AT&T and DirecTv to offer customers a bundled package of digital entertainment and communications services. As a result, EchoStar is at a competitive disadvantage marketing to these customers. The AT&T and DirecTv agreement has increased the competition EchoStar encounters in the overall market for pay television customers. Further, affiliates of the National Rural Telecommunications Cooperative have acquired territories in rural areas of the U.S. as distributors of DirecTv programming, thereby increasing the distribution capacity of DirecTv.

On June 11, 1997, TCI Satellite Entertainment, Inc. ("TSAT") announced that a binding letter of intent had been signed for the restructuring of PrimeStar Partners, L.P. ("PrimeStar"), which currently offers medium power Ku-band programming service to customers using dishes approximately three feet in diameter. In connection with such restructuring, PrimeStar, which is currently owned by affiliates of the five largest cable companies in the U.S., has entered into an agreement to combine its assets with American Sky Broadcasting, L.L.C. ("ASkyB"), a satellite venture formed by News and MCI, into a single DBS provider. According to press releases, each PrimeStar partner will contribute its PrimeStar customers and partnership interests into the newly formed entity. ASkyB has announced that it will contribute two satellites under construction and 28 full-CONUS frequencies at the 110DEG. WL orbital location. This proposed transaction requires certain federal regulatory approvals. In addition, Tempo Satellite, Inc. ("Tempo"), a subsidiary of TSAT, has a license for a satellite using 11 full-CONUS frequencies at the 119DEG. WL orbital location, and recently launched a satellite to that location. As of June 30, 1997, according to published reports, PrimeStar had approximately 1.9 million subscribers.

The proposed restructuring of PrimeStar, if consummated, would create a significantly strengthened competitor with substantial financial and other resources, including a significantly greater number of full-CONUS channels than any other DBS provider. Affiliates of several of the companies that would own interests in a restructured PrimeStar entity provide programming to cable television operators, other terrestrial systems and DBS system operators, including EchoStar. These content providers, including News, Time Warner Inc. (including its Turner Broadcasting Systems subsidiary) ("Time Warner"), TCI Communications, Inc. ("TCI"), Cox Communications Inc. ("Cox"), Comcast Corporation ("Comcast") and US WEST, Inc. ("US WEST") would likely provide a significant amount of programming to the new PrimeStar entity and may decide to provide this programming to PrimeStar on better terms and at a lower cost than to other cable or DBS operators. Additionally, those content providers could raise programming prices to all cable, DBS and other providers (including PrimeStar), thereby increasing the Company's cost of programming to rates that are effectively higher than those borne by PrimeStar's owners. Although the current programming access provisions under the Cable Television Consumer Protection and Competition Act of

1992, as amended (the "Cable Act"), and the FCC's rules generally require cable company affiliated content providers to make programming available to competitors on non-discriminatory terms, there are exceptions to these requirements and there can be no assurance that such requirements will remain in effect. Any amendment to, or interpretation of, the Cable Act or the FCC's rules which would revise or eliminate these provisions could adversely affect EchoStar's ability to acquire programming on a cost-effective basis.

The FCC has indicated that it may apply to the International Telecommunication Union ("ITU") for allocation of additional DBS orbital locations capable of providing service to the U.S. Further, Canada, Mexico, and other countries have been allocated various DBS orbital locations which are capable of providing service to part or all of the continental U.S. In general, non-U.S. licensed satellites are not presently allowed to provide domestic DBS or DTH service in the U.S. However, in November 1996, the U.S. and Mexico signed a Protocol allowing cross-border DBS and DTH service from Mexican-licensed satellites to the U.S. and vice versa, and Mexico has indicated that it will auction one or more of its DBS orbital locations later this summer. In addition, the U.S. has indicated its willingness to enter into similar agreements with other countries in North, Central, and South America. If the U.S. government moves forward with these initiatives, or if other countries authorize DBS providers to use their orbital slots to serve the U.S., additional competition could be created, and EchoStar's DBS authorizations could become less valuable. At this time, EchoStar cannot predict whether these or other recent developments will ultimately permit other potential competitors to have access to the U.S. In addition, two additional satellite companies, Continental Satellite Corporation ("Continental") (a subsidiary of Loral Space & Communications Ltd. ("Loral")) and Dominion, each has conditional permits for a comparatively small number of DBS assignments which can be used to provide service to portions of the U.S.

There are a number of additional methods by which programming can be delivered via satellite, including low power C-band satellite services, medium and high power Ka-band, Ku-band and extended Ku-band satellite services. These satellite frequency bands can be used to provide additional competition to EchoStar. See "Business--Competition--Other Potential Providers of DBS or Similar Services."

COMPETITION FROM CABLE TELEVISION AND OTHER TERRESTRIAL SYSTEMS. The DISH Network-SM- also encounters substantial competition in the overall market for pay television households from cable television and other terrestrial systems. Cable television operators have a large, established customer base, and many cable operators have significant investments in, and access to, programming. Cable television service is currently available to approximately 90% of the approximately 96 million U.S. television households, and approximately 65% of total television households currently subscribe to cable. Cable television operators currently have an advantage relative to EchoStar with regard to the provision of local programming as well as the provision of service to multiple television sets within the same household. In addition, EchoStar's programming will not be available to households lacking a clear line of sight to EchoStar's current orbital location, or to households in apartment complexes or other multiple dwelling units that do not facilitate or allow the installation of EchoStar Receiver Systems. As a result of these and other factors, there can be no assurance that EchoStar will be able to establish a substantial subscriber base or compete effectively against cable television operators. See "Business--Competition--Cable Television."

There are also a number of other terrestrial systems for delivering multiple channels of television programming. These include "wireless cable" or "MMDS" systems, and private cable systems such as satellite master antennae television ("SMATV") as well as new and advanced technologies such as Local Multi-Point Distribution Services ("LMDS"), which are still in the development stage. Certain wireless cable companies may become more competitive as a result of recently announced affiliations with telephone companies. In addition, digital video compression over existing telephone lines, and fiber optic networks and open video systems are being implemented and supported by entities such as regional telephone companies which are likely to have greater resources than EchoStar. When fully deployed, these new technologies could have a material adverse effect on the demand for DBS services. Regulatory changes may also make it easier for local exchange carriers ("LECs") and others, including utility companies, to provide competitive video services, and to provide video services directly to subscribers in the LECs' telephone service areas, with certain exceptions. The Telecommunications Act of 1996 (the "1996 Act") repealed a statutory telephone/cable cross-ownership restriction, and recognizes several multiple-entry options for telephone companies to provide competitive video programming. There can be no assurance that EchoStar will be able to compete successfully with existing competitors or new entrants in the market for pay television services. See "Business--Competition--Wireless Cable" and "--Telephone Companies."

EXPECTED OPERATING LOSSES. Due to the substantial expenditures required to complete development, construction and deployment of the EchoStar DBS System and introduction of its DISH Network-SM- service to consumers, the Issuer has sustained significant losses in recent periods. The Issuer's operating losses were $8.0 million, $108.9 million and $43.3 million for the years ended December 31, 1995 and 1996 and the three months ended March 31, 1997, respectively. The Issuer had net losses of

$12.4 million, $101.7 million and $62.0 million during those same periods. Improvements in the Issuer's results of operations are largely dependent upon its ability to increase its customer base while maintaining its price structure, controlling subscriber turnover (i.e., the rate at which subscribers terminate service), and effectively managing the Issuer's costs. No assurance can be given that the Issuer will be effective with regard to the above. In addition, the Issuer incurs significant acquisition costs to acquire DISH Network-SM- subscribers. The high cost of obtaining new subscribers magnifies the negative effects of subscriber turnover. See "--Risk of Inability to Manage Rapidly Expanding Operations; Subscriber Turnover." EchoStar anticipates that it will continue to experience operating losses through at least 1999. There can be no assurance that such operating losses will not continue beyond 1999 or that EchoStar's operations will generate sufficient cash flows to pay its obligations, including its obligations on the 1994 Notes (as defined), the 1996 Notes and the Notes. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

SUBSTANTIAL LEVERAGE. The Issuer's direct and indirect subsidiaries, including ESBC and Dish, are highly leveraged, and the Issuer, as a result of the issuance of the Notes, also is highly leveraged. This leverage makes EchoStar very vulnerable to changes in general economic conditions.

Substantially all of the assets of ESBC and Dish and its subsidiaries are pledged as collateral for the 1996 Notes and the 1994 Notes, and a substantial portion of EchoStar's remaining assets are pledged as collateral for the Notes. Thus it is, and will continue to be, difficult for EchoStar and its subsidiaries to obtain additional debt if required or desired in order to implement EchoStar's business strategy. ESBC, Dish and certain of Dish's subsidiaries are also parties to other agreements (in addition to the 1996 and 1994 Notes Indentures (as defined)) that severely restrict their ability to obtain additional debt financing for working capital, capital expenditures and general corporate purposes. As security for the performance of its obligations under such agreements, certain subsidiaries of Dish have pledged substantial assets as collateral.

As of March 31, 1997, EchoStar had outstanding long-term debt (including both the current and long-term portion) of approximately $910.4 million (including the 1996 Notes, 1994 Notes, deferred satellite contract payments on EchoStar I and EchoStar II and mortgage debt). In addition, because interest on the 1994 Notes currently is not payable in cash but accretes through June 1, 1999, liability with respect to the 1994 Notes will increase by approximately $172.1 million through that date to $624.0 million. Similarly, because interest on the 1996 Notes currently is not payable in cash but accretes through March 15, 2000, liability with respect to the 1996 Notes will increase by approximately $181.6 million through that date to $580.0 million.

The ability of ESBC, Dish and the Issuer to meet their respective debt obligations will depend on the success of EchoStar's business strategy, which is subject to uncertainties and contingencies beyond EchoStar's control.

NEED FOR ADDITIONAL CAPITAL. EchoStar may require additional funds to acquire DISH Network-SM- subscribers. In addition, EchoStar has applications pending with the FCC for a two satellite Ku-band system, a two satellite FSS Ka-band system, a two satellite extended Ku-band system and a six satellite low earth orbit ("LEO") satellite system. EchoStar will need to raise additional funds for the foregoing purposes. Further, there are a number of factors, some of which are beyond EchoStar's control or ability to predict, that could require EchoStar to raise additional capital. These factors include slower than expected subscriber acquisition, a defect in or the loss of any satellite or an increase in the cost of acquiring subscribers due to additional competition, among other things. There can be no assurance that EchoStar will be able to raise additional capital at the time necessary or on terms satisfactory to EchoStar. The inability to raise sufficient capital would have a material adverse effect on the Company. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

RESTRICTIVE COVENANTS; ABILITY TO TRANSFER ECHOSTAR IV. The Indenture contains restrictive covenants that, among other things, limit the ability of the Issuer and its subsidiaries to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) sell assets; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to the Issuer's subsidiaries; (vi) merge, consolidate or sell assets; (vii) incur subordinated or junior debt; (viii) enter into transactions with affiliates; and (ix) pay dividends. Both the 1996 and 1994 Notes Indentures contain restrictive covenants that, among other things, limit the ability of ESBC and Dish and their subsidiaries to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) sell assets; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to ESBC's and Dish's subsidiaries; (vi) merge, consolidate or sell assets; (vii) enter into transactions with affiliates; and (viii) pay dividends. These restrictions may inhibit EchoStar's ability to manage its business and to react to changing market conditions. See "Description of Exchange Notes."

The Indenture permits the Issuer to launch, move or otherwise assign, in a transaction which is not an Asset Sale under the

terms of the Indenture, EchoStar IV into an orbital slot other than 148DEG. WL provided the Issuer delivers to the Trustee an Opinion of Counsel to the effect, among other things, that the holders of the Notes will maintain their security interest in EchoStar IV. See "Description of Exchange Notes--Asset Sales; Transfer of EchoStar IV."

HOLDING COMPANY STRUCTURE; STRUCTURAL SUBORDINATION. Since all of the Issuer's, ESBC's and Dish's operations are conducted through subsidiaries, the cash flow of the Issuer, ESBC and Dish and their ability to service debt, including the 1994 Notes, the 1996 Notes and the Notes, are dependent upon the earnings of such subsidiaries and the payment of funds by such subsidiaries to Dish, by the payment of funds by Dish to ESBC, and by the payment of funds by ESBC to the Issuer in the form of loans, dividends or other payments. ESBC, Dish and its subsidiaries have no current obligations, contingent or otherwise, to pay any amounts due pursuant to the Notes or to make any funds available therefor, whether by dividends, loans or other payments, other than the possible guarantee of the Notes by each of Dish and ESBC, which will become effective when and if permitted by the applicable indenture to which such entities are subject. The cash flow generated by subsidiaries of Dish will only be available if and to the extent that Dish is able to make such cash available to ESBC in the form of dividends, loans or other payments. In general, Dish may pay dividends on its equity securities only if: (i) no default exists under the 1994 Notes Indenture; and (ii) after giving effect to such dividends, Dish's ratio of total indebtedness to cash flow would not exceed 4.0 to 1.0. Moreover, the aggregate amount of such dividends generally may not exceed the sum of 50% of Dish's consolidated net income (less 100% of consolidated net losses) from April 1, 1994, plus 100% of the aggregate net proceeds to Dish from the sale and issuance of certain equity interests of Dish. The 1996 Notes Indenture permits ESBC to pay dividends and make other distributions to the Issuer without restrictions. If available cash flows of ESBC's subsidiaries are not sufficient to service the Notes, the Issuer would be required to obtain cash from other sources, such as sales of assets or equity or debt securities by EchoStar, or capital contributions or loans made by EchoStar from proceeds thereof, or cash otherwise available to EchoStar or its other direct subsidiaries. There can be no assurance that those alternative sources would be available, or, if available, that the funds therefrom would be sufficient to service the Notes.

Although the Notes are titled "Senior": (i) the Issuer has not issued, and does not have any plans to issue, any indebtedness to which the Notes would be senior; and (ii) the Notes are effectively subordinated to all liabilities of the Issuer's subsidiaries, including liabilities to general creditors (except to the extent that any subsidiary of the Issuer may guarantee the Notes), and the EchoStar guarantee of the Notes will be subordinated to all liabilities of EchoStar (except liabilities to general creditors). As of March 31, 1997, the consolidated liabilities of EchoStar and its subsidiaries aggregated approximately $1.1 billion. On a pro forma basis, after giving effect to issuance of the Old Notes and application of the net proceeds therefrom, the Issuer's aggregate consolidated indebtedness as of March 31, 1997, for purposes of the Indenture, would have been approximately $1.3 billion. See "Description of Certain Indebtedness."

UNCERTAINTY OF SPRINGING GUARANTEES. Initially, the Issuer's payment obligations under the Notes are only guaranteed (on a subordinated basis) by EchoStar. On and after the ESBC Guarantee Date, the Issuer's payment obligations under the Notes and the Indenture will be guaranteed by ESBC (the "ESBC Guarantee"), which guarantee will rank PARI PASSU with all senior unsecured indebtedness of ESBC. The ESBC Guarantee will not be issued until the earlier of: (i) the first date upon which ESBC is permitted, pursuant to the terms of the 1996 Notes Indenture, to guarantee the Issuer's total payment obligations under all then-outstanding Notes; and (ii) the first date upon which the 1996 Notes are no longer outstanding or have been defeased. On and after the Dish Guarantee Date, the Issuer's payment obligations under the Notes and the Indenture will be guaranteed by Dish (the "Dish Guarantee"), which obligation will rank PARI PASSU with all senior unsecured indebtedness of Dish. The Dish Guarantee will not be issued until the earlier of: (i) the first date upon which Dish is permitted, pursuant to the terms of both the 1994 Notes Indenture and the 1996 Notes Indenture, to guarantee the Issuer's total payment obligations under all of the then-outstanding Notes; and (ii) the first date upon which both the 1994 Notes and the 1996 Notes are no longer outstanding or have been defeased. Neither ESBC nor Dish may incur or guarantee debt, subject to certain limited exceptions, unless, after giving effect to such debt or guarantee, its respective Indebtedness to Cash Flow Ratio would be less than certain specified ratios set forth in the 1994 and 1996 Notes Indentures, as applicable. For the three months ended March 31, 1997, each of Dish and ESBC had negative cash flow. Therefore, there can be no assurance that the Dish Guarantee or ESBC Guarantee will be effected at any time. See "Description of Exchange Notes--Affiliate Guarantees."

RISK OF INABILITY TO REALIZE UPON SECURITY INTERESTS. The Notes are intended to be secured by, among other things, liens on the capital stock of the Issuer, certain assets of the Issuer, collateral assignments of certain contracts and insurance proceeds and amounts segregated in certain escrow accounts. See "Description of Exchange Notes--Security" and "--Disbursement of Funds--Escrow Account." Current FCC policy permits lenders to hold security interests in the proceeds from the sale of FCC licenses, but not direct security interests in the licenses themselves. The security interests will be perfected in accordance with practices frequently utilized in the satellite industry, and financing statements will be filed in jurisdictions considered

appropriate. The ability of the Trustee under the Indenture to foreclose on such collateral upon the occurrence of an Event of Default (as defined herein), however, will be subject to perfection and priority issues and to practical problems associated with realization upon the security interest in addition to compliance with the requirements of the Communications Act of 1934, as amended (the "Communications Act") including without limitation the requirement of prior approval for transfer or assignment of Title III licenses. In particular, unlike most other forms of collateral, there is no clearly established system for granting or perfecting security interests in satellites. No assurance can be given that the holders of the Notes will obtain the benefit of a valid or perfected security interest in the satellites. In addition, although the Issuer holds title to EchoStar IV and the outstanding capital stock of the Issuer is being pledged to secure the Notes, the Issuer may, subject to compliance with the terms of the Indenture, incur additional Indebtedness and other liabilities (including trade liabilities). As a result, title to EchoStar IV is held by an entity that may have creditors other than the holders of the Notes who may assert rights in EchoStar IV in the event of an inability to obtain or perfect such security interest.

If an Event of Default occurs with respect to the Notes, there can be no assurance that the liquidation of the collateral securing the Notes would produce proceeds in an amount sufficient to pay the principal, premium, if any, and accrued interest on the Notes.

In any foreclosure sale of the assets of the Issuer, the purchaser of such assets (including the Trustee if it purchased and chose not, or was unable, to resell such assets) would need to be authorized by the FCC in advance to operate the EchoStar DBS System. Since potential bidders who wish to operate the EchoStar DBS System must be authorized in advance by the FCC (which, among other things, may restrict foreign ownership), the number of potential bidders in a foreclosure sale could be smaller than in foreclosures of other types of facilities, and such requirements may delay the sale of, and may adversely affect the sales price for, the EchoStar DBS System. The ability to take possession and dispose of the collateral securing the Notes upon acceleration is likely to be significantly impaired or delayed by applicable bankruptcy law if a bankruptcy action were to be commenced by or against the Issuer.

POSSIBLE NASDAQ DELISTING OF ECHOSTAR COMMON STOCK. EchoStar's Class A Common Stock is listed on the Nasdaq National Market. In order for an issuer to continue to have one of its securities designated as a Nasdaq National Market security, the issuer of the security must meet certain maintenance criteria. Among other things, the issuer of a Nasdaq National Market security must have net tangible assets of at least: (i) $1 million; or (ii) $2 million, if the issuer has sustained losses from continuing operations and/or net losses in two of its three most recent fiscal years; or (iii) $4 million, if the issuer sustained losses from continuing operations and/or net losses in three of its four most recent fiscal years. If an issuer's security is not eligible to be listed on the Nasdaq National Market, it may be eligible to be listed on the Nasdaq SmallCap Market. In order for an issuer to have one of its securities designated as a Nasdaq SmallCap Market security, the issuer of the security must meet certain maintenance criteria, including, among other things, capital and surplus of at least $1 million.

EchoStar's net tangible assets are not sufficient to meet the Nasdaq National Market maintenance criteria, and EchoStar's capital and surplus are not sufficient to meet the Nasdaq SmallCap Market maintenance criteria. Because EchoStar does not satisfy either the Nasdaq National Market or SmallCap Market listing criteria, EchoStar's Class A Common Stock may be delisted by the National Association of Securities Dealers, Inc. (the "NASD"), unless an exception is granted. If delisting occurs, EchoStar expects to request a review of the delisting by a Committee of the NASD Board of Governors. The Committee may grant or deny continued designation on the basis of a written submission and any additional data it deems relevant. Determinations of the Committee may be appealed to the NASD Board of Governors. If an exception were not granted from Nasdaq delisting, trading in EchoStar's Class A Common Stock would thereafter likely be conducted in the over-the-counter market. If this were to occur, an investor might find it more difficult to dispose of, or to obtain accurate quotations as to the price of, EchoStar's Class A Common Stock. If EchoStar's Class A Common Stock were no longer listed on Nasdaq, the Notes could be negatively affected.

LACK OF BRAND-NAME RECOGNITION. The absence of brand-name recognition for the EchoStar DBS System impairs the Company's ability to market its receivers through consumer electronics stores as effectively as it would like. Some of the Company's competitors (such as DirecTv) have arrangements with major consumer electronic product manufacturers (such as Sony and RCA) which allow those companies to manufacture and sell DBS receivers that bear their own trademark, and allow consumers to receive the programming of the Company's DBS competitors. This type of arrangement between the Company's DBS competitors and major consumer products companies gives the Company's competitors a distinct, significant consumer marketing edge.

At this time, EchoStar Receiver Systems are manufactured by one manufacturer, SCI Systems, Inc. ("SCI"). Unlike

DirecTv, the Company does not currently have manufacturing agreements or arrangements with any large consumer products manufacturers. As a result, EchoStar's receivers (and consequently its programming services) are less well known to consumers than those of some of its principal competitors, and EchoStar, due in part to the lack of product recognition and demand, has not had as much success in having EchoStar Receiver Systems carried for sale in consumer electronic stores or outlets as EchoStar would like, or as may be necessary for EchoStar's financial success.

POTENTIAL FOR DELAY AND COST OVERRUNS. Significant expenditures are required to complete construction and deployment of the EchoStar DBS System. Funds, in addition to existing cash balances, will be required in the event of delays, cost overruns, increased costs associated with certain potential change orders under the Satellite Contracts (as defined) or the Launch Contracts (as defined), a change in launch provider, material increases in estimated levels of operating cash requirements, if increased subsidization of EchoStar Receiver Systems become necessary to meet competition, or to meet other unanticipated expenses. There can be no assurance that such financing will be available or that, if available, it will be available on terms favorable to EchoStar. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

A significant delay in the delivery or launch of any EchoStar satellite would adversely affect EchoStar's operations and may result in the cancellation of any of the permits of EchoStar Satellite Corporation ("ESC"), DirectSat Corporation ("DirectSat"), the Issuer and DBSC by the FCC. See "--Risk of Satellite Defect, Loss or Reduced Performance." In addition, any material delay in the delivery of EchoStar Receiver Systems or related components would negatively affect EchoStar's financial condition and results of operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

EFFECT OF LOSS OF KEY PERSONNEL. EchoStar believes that its future success will depend to a significant extent upon the performance of certain individuals, particularly Charles W. Ergen, Chairman, Chief Executive Officer and President of EchoStar, and James DeFranco, Executive Vice President. The loss of either of these individuals could have an adverse effect on EchoStar's business. EchoStar does not maintain "key man" insurance with respect to any such individuals.

DEPENDENCE ON THIRD PARTY PROGRAMMERS. EchoStar is dependent on third parties to provide it with programming services. EchoStar's programming agreements have remaining terms ranging from one to ten years and contain various renewal and cancellation provisions. There can be no assurance that any of these agreements will be renewed or will not be cancelled prior to expiration of their original term. In the event that any such agreements are not renewed or are cancelled, there is no assurance that EchoStar would be able to obtain or develop substitute programming, or that such substitute programming would be comparable in quality or cost to EchoStar's existing programming. EchoStar's competitors currently offer substantially the same programming as EchoStar. The ability of EchoStar to compete successfully will depend on EchoStar's ability to continue to obtain desirable programming and attractively package it to its customers at competitive prices. See "Business--Programming."

Pursuant to the Cable Act and the FCC's rules, programming developed by vertically integrated cable-affiliated programmers generally must be offered to all multi-channel video programming distributors on non-discriminatory terms and conditions. The Cable Act and the FCC's rules also prohibit certain exclusive programming contracts. EchoStar anticipates purchasing a substantial percentage of its programming from cable-affiliated programmers. Certain of the restrictions on cable-affiliated programmers will expire in 2002 unless extended by the FCC. As a result, any expiration of, amendment to, or interpretation of, the Cable Act and the FCC's rules that permits the cable industry or programmers to discriminate in the sale of programming against competing businesses, such as that of EchoStar, could adversely affect EchoStar's ability to acquire programming or acquire programming on a cost-effective basis. In addition, laws, regulations and the need to obtain certain retransmission consents and copyright licenses may limit the ability of the Company to implement a local programming strategy in multiple markets.

RISKS OF INFRINGEMENT OF PATENTS AND PROPRIETARY RIGHTS. The ability of EchoStar to obtain patents and other intellectual property rights is material to its business. Many of EchoStar's competitors have obtained, and may be expected to obtain in the future, patents that cover or affect products or services directly or indirectly related to those offered by EchoStar. There can be no assurance that EchoStar is aware of all patents that may potentially be infringed by its products. In addition, patent applications in the U.S. are confidential until a patent is issued and, accordingly, EchoStar cannot evaluate the extent to which its products may infringe claims contained in pending patent applications. In general, if it were determined that one or more of EchoStar's products infringe on patents held by others, EchoStar would be required to cease developing or marketing those products, to obtain licenses to develop and market those products from the holders of the patents or to redesign those products in

such a way as to avoid infringing the patent claims. The extent to which EchoStar may be required in the future to obtain licenses with respect to patents held by others and the availability and cost of any such licenses is currently unknown. A number of third parties have contacted EchoStar claiming patent and other intellectual rights with respect to components within the EchoStar DBS System. There can be no assurance that EchoStar would be able to obtain such licenses on commercially reasonable terms or, if it were unable to obtain such licenses, that it would be able to redesign its products to avoid infringement. See "Business--Legal Proceedings."

DEPENDENCE ON SATELLITES AND SINGLE DIGITAL BROADCAST CENTER. Prior to the expiration of the anticipated useful lives of EchoStar satellites, EchoStar will need to obtain replacement satellites. There can be no assurance that replacements will be available when required or, if available, that they will be available at prices, and on other terms, acceptable to EchoStar. Various FCC approvals would be required with respect to replacement satellites, including but not limited to renewal of EchoStar's ten year DBS licenses. There is no assurance that the FCC will grant the required approvals.

EchoStar also relies upon a single digital broadcast center located in Cheyenne, Wyoming for key operations such as reception of programming signals, encryption and compression. If a natural or other disaster damaged the digital broadcast center, there can be no assurance that EchoStar would be able to continue to provide programming services to its customers.

IMPEDIMENTS TO RETRANSMIT LOCAL BROADCAST SIGNALS. EchoStar intends to offer programming telecast by local affiliates of national television networks to major population centers within the continental U.S. via DBS satellite. In order to retransmit this programming to any DISH Network-SM- subscriber in a particular local market, EchoStar must obtain the retransmission consent of the local affiliate. There can be no assurance that the Company will obtain retransmission consents of any local affiliate. The inability to transmit such programming into the local markets from which the programming is generated could have an adverse effect on the Company.

The Satellite Home Viewer Act ("SHVA") establishes a "compulsory" copyright license that allows a DBS operator, for a statutorily-established fee, to retransmit local affiliate programming to subscribers for private home viewing so long as that retransmission is limited to those persons in "unserved households." An "unserved household" is one that cannot receive a sufficient over-the-air network signal through the use of a conventional outdoor rooftop antenna and has not, within the 90 days prior to subscribing to the DBS service, subscribed to a cable service that provides that network signal. While management believes the SHVA could be read to allow the Company to retransmit this programming to certain local markets via DBS satellite, management also believes that the "compulsory" copyright license under the SHVA may not be sufficient to permit the Company to implement its strategy to retransmit such programming in the most efficient manner. EchoStar intends to prepare and lobby for the enactment of national legislation amending the SHVA that would clarify or extend the application of the "compulsory" copyright license to satellite operators transmitting local affiliate programming into local markets. There can be no assurance that EchoStar will be successful in having local affiliate copyright legislation enacted, or that, in the absence of such legislation, it would be successful in any litigation with copyright owners regarding this issue.

DEPENDENCE ON SINGLE RECEIVER MANUFACTURER. EchoStar Receiver Systems are currently manufactured exclusively by SCI, a high-volume contract electronics manufacturer. SCI is currently manufacturing EchoStar Receiver Systems in quantities which EchoStar believes will be adequate to meet its demand for 1997 and is currently EchoStar's only source of receivers. EchoStar is currently negotiating with several brand-name consumer electronics manufacturers to produce receivers for use with the DISH Network-SM-. No assurances can be provided regarding the ultimate success of those negotiations. If SCI is unable for any reason to produce receivers in a quantity sufficient to meet EchoStar's requirements, EchoStar's ability to add additional subscribers would be materially impaired and its results of operations would be adversely affected.

RISK THAT INITIAL EQUIPMENT COSTS WILL LIMIT CONSUMER DEMAND FOR DISH NETWORK-SM- PROGRAMMING. Currently, the suggested retail price of a standard EchoStar Receiver System is $199. The initial equipment cost required to receive DISH Network-SM- programming may reduce the demand for EchoStar Receiver Systems, since EchoStar Receiver Systems generally must be purchased, while cable and certain of EchoStar's satellite competitors lease their equipment to the consumer with little if any initial hardware payment required.

POLITICAL RISKS PERTAINING TO LAUNCH PROVIDERS AND RESTRICTIONS ON EXPORT OF TECHNOLOGY. EchoStar has contracted with Lockheed-Khrunichev-Energia-International, Inc. ("LKE") for the launch of EchoStar IV during the first quarter of 1998 from the Baikonur Cosmodrome in the Republic of Kazakhstan (the "LKE Contract"). EchoStar will launch EchoStar IV on a Proton K/Block DM four stage launch vehicle. Astra 1F, the first commercial launch on a Proton K/Block DM, was successfully launched on April 9, 1996 and Inmarsat 3 F2, the second such commercial launch, was successfully launched on September 6,

1996. LKE now markets commercial Proton launches under a new organization called International Launch Services ("ILS"), a joint venture between LKE and Lockheed Services. ILS currently has contracts providing for the launch of at least six non-EchoStar western satellites throughout 1997.

The first commercial Proton launch in 1997 was successfully launched on May 24, carrying the Telestar 5 payload. ILS has a current commercial backlog of 18 satellites to be launched by the end of 1999 on Proton. However, two of the launches of the Proton four stage launch vehicle have failed in the last twelve months. In February 1996, a Proton Block DM failed during launch when its main engine did not start properly. Additionally, in November 1996, the main engine of a Proton Block D-2 failed to properly start a planned second burn during the launch of the Mars 96 spacecraft.

In order for EchoStar IV to be launched from Kazakhstan, the satellite contractor will need to obtain a technical data exchange license and a satellite export license from the U.S. government. There can be no assurance those licenses can be obtained in a timely manner to avoid a launch delay. Any political or social instability, such as that recently experienced in the former Soviet bloc countries, could affect the cost, timing and overall advisability of utilizing LKE as a launch provider for EchoStar's satellites. See "Business--Satellite Launches."

NEWS CORPORATION LITIGATION. On February 24, 1997, EchoStar and News announced the News Agreement pursuant to which, among other things, News agreed to acquire approximately 50% of the outstanding capital stock of EchoStar. News also agreed to make available for use by EchoStar the DBS permit for 28 frequencies at 110DEG. WL purchased by MCI for over $682 million following a 1996 FCC auction. During late April 1997, substantial disagreements arose between the parties regarding their obligations under the News Agreement.

On May 8, 1997, EchoStar filed a Complaint in the U.S. District Court for the District of Colorado (the "Court"), Civil Action No. 97-960, requesting that the Court confirm EchoStar's position and declare that News is obligated pursuant to the News Agreement to lend $200 million to EchoStar without interest and upon such other terms as the Court orders.

On May 9, 1997, EchoStar filed a First Amended Complaint significantly expanding the scope of the litigation, to include breach of contract, failure to act in good faith, and other causes of action. EchoStar seeks specific performance of the News Agreement and damages, including lost profits based on, among other things, a jointly prepared ten-year business plan showing expected profits for EchoStar in excess of $10 billion based on consummation of the transactions contemplated by the News Agreement.

On June 9, 1997, News filed an answer and counterclaims seeking unspecified damages. News' answer denies all of the material allegations in the First Amended Complaint and asserts twenty defenses, including bad faith, misconduct and failure to disclose material information on the part of EchoStar and its Chairman and Chief Executive Officer, Charles W. Ergen. The counterclaims, in which News is joined by its subsidiary ASkyB assert that EchoStar and Ergen breached their agreements with News and failed to act and negotiate with News in good faith. EchoStar has responded to News' answer and denied the allegations in their counterclaims. EchoStar also has asserted various affirmative defenses. EchoStar intends to diligently defend against the counterclaims. The parties are now in discovery. A trial date has not been set. The litigation process could continue for many years and there can be no assurance concerning the outcome of the litigation. An adverse decision could have a material adverse effect on EchoStar's financial position and results of operations.

ABSENCE OF PUBLIC MARKET FOR THE EXCHANGE NOTES; RESTRICTIONS ON TRANSFERS. The Exchange Notes are being offered to the holders of the Old Notes. The Old Notes were offered and sold in June 1997 to a small number of institutional and accredited investors and are eligible for trading in Private Offerings, Resale and Trading through Automatic Linkages (PORTAL) Market.

The Exchange Notes will constitute a new issue of securities, for which there is no established trading market. If a trading market does not develop or is not maintained, holders of the Exchange Notes may experience difficulty in reselling the Exchange Notes or may be unable to sell them at all. If a market for the Exchange Notes develops, any such market may be discontinued at any time and the Exchange Notes could trade at prices that may be lower than the initial market values thereof, depending on many factors, including prevailing interest rates, the markets for similar services and the financial performance of the Issuer. The Initial Purchasers have made a market in the Old Notes. Although there is currently no market for the Exchange Notes, the Initial Purchasers have advised the Issuer that they currently intend to make a market in the Exchange Notes. However, they are not obligated to do so, and any such market making with respect to the Old Notes and the Exchange Notes may be discontinued at any time without notice. In addition, such market making activity will be subject to the limits imposed

by the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may be limited during the Exchange Offer and the pendency of any applicable shelf registration statement. See "Description of Exchange Notes--Old Notes' Registration Right; Liquidated Damages." Accordingly, there can be no assurance as to the development or liquidity of any market for the Old Notes and the Exchange Notes. The Issuer does not intend to apply for listing of any of the Exchange Notes on any securities exchange or for quotation through the Nasdaq National Market or any other securities quotation service.

CONSEQUENCES OF FAILURE TO EXCHANGE OLD NOTES. Holders of Old Notes who do not exchange their Old Notes for Exchange Notes pursuant to the Exchange Offer will continue to be subject to the restrictions on transfer of such Old Notes, as set forth in the legend thereon, as a consequence of the issuance of the Old Notes pursuant to exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, the Old Notes may not be offered, sold, pledged or otherwise transferred, unless registered under the Securities Act and applicable state securities laws, or pursuant to an exemption therefrom. Except under certain limited circumstances, the Issuer does not intend to register the Old Notes under the Securities Act. In addition, any holder of Old Notes who tenders in the Exchange Offer for the purpose of participating in a distribution of the Exchange Notes may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. To the extent Old Notes are tendered and accepted in the Exchange Offer, the trading market, if any, for the Old Notes not so tendered could be adversely affected. See "The Exchange Offer" and "Description of Exchange Notes - Old Notes' Registration Rights; Liquidated Damages."

RISKS OF ADVERSE EFFECTS OF GOVERNMENT REGULATION. EchoStar is subject to the regulatory authority of the U.S. Government and the national communications authorities of the countries in which it operates. The business prospects of EchoStar could be adversely affected by the adoption of new laws, policies or regulations, or changes in the interpretation or application of existing laws, policies and regulations, that modify the present regulatory environment, as well as its failure to comply with existing laws, policies and regulations. EchoStar must comply with all applicable Communications Act requirements and FCC regulations and policies, including, among other things, proceeding with diligence to construct satellites and commence operations within prescribed milestones and in accordance with required filings of periodic progress reports.

EchoStar believes that it remains free to set prices and serve customers according to its business judgment, without rate regulation or the statutory obligation under Title II of the Communications Act to avoid undue discrimination among customers. There can be no assurances that the FCC would not find that EchoStar is subject to the requirements of Title II. If the FCC made such a finding, EchoStar would be required to comply with the applicable portions of Title II.

EchoStar believes that, because it is engaged in a subscription programming service, it is not subject to many of the regulatory obligations imposed upon broadcast licensees. However, there can be no assurances that the FCC will not find in the future that EchoStar should be treated as a broadcast licensee with respect to its current and future operations. If the FCC were to determine that EchoStar is, in fact, a broadcast licensee, EchoStar could be required to comply with all regulatory obligations imposed upon broadcast licensees.

The Cable Act requires the FCC to conduct a rulemaking to impose public interest requirements for DBS licensees. The FCC's rules must, at a minimum, mandate reasonable and non-discriminatory access to qualified candidates for office and require DBS licensees to reserve between four and seven percent of the DBS licensees' channel capacity exclusively for noncommercial programming of an educational or informational nature. Within this set-aside requirement, DBS providers must make capacity available to "national educational programming suppliers" at below-cost rates. The FCC is presently conducting this proceeding. The Company cannot predict at this time the extent or nature of the public interest programming requirements that will be imposed by the FCC, or when the FCC will issue these rules. There can be no assurance that these public interest requirements will not have an adverse effect on the quantity and mix of programming that EchoStar is able to offer its subscribers. See "Business--Government Regulation."

Pursuant to the 1996 Act, the FCC has established regulations that prohibit (with certain exceptions) governmental and non-governmental restrictions, such as private covenants and homeowners' association rules, that impair a viewer's ability to receive video programming through devices designed for DBS Service, MMDS, or over-the-air reception of television broadcast service. These rules apply to property within the exclusive control of the antenna user where the user has an ownership interest in the property. In an ongoing proceeding, the FCC is examining whether the rules should apply to the placement of antennas on common areas or rental properties where the antenna user does not own or control the property. While the Company cannot predict the outcome of this proceeding, a decision not to extend these rules to such properties or other adverse decision potentially could limit the growth of DBS subscribers. See "Business--Government Regulation."

While DBS operators like EchoStar currently are not subject to the "must carry" requirements of the Cable Act, the cable industry has argued that DBS operators should be subject to these requirements. In the event the "must carry" requirements of the Cable Act are revised to include DBS operators, or to the extent that new legislation or regulation of a similar nature is promulgated, EchoStar's future plans to provide local programming may be adversely affected, and such must carry requirements could cause the displacement of possibly more attractive programming.

INABILITY TO PROVIDE CONSUMER FINANCING. Historically, EchoStar has maintained agreements with third-party finance companies to make consumer credit available to its customers. These financing plans provide consumers the opportunity to lease or finance their EchoStar Receiver Systems, including installation costs and certain DISH Network-SM- programming packages, on competitive terms. The third-party finance company that provides the program currently utilized by EchoStar has notified EchoStar that it does not intend to renew the agreement, which expires during 1997. During March 1997, EchoStar's wholly-owned subsidiary, Dish Network Credit Corporation ("DNCC"), began offering an internally-financed consumer lease plan to prospective DISH Network-SM- customers. This plan provides for a four-year lease term at competitive rates to qualified consumers. Additional capital will be required for EchoStar to implement the program on a larger scale. There can be no assurance that additional capital will be available to fund the lease program on terms acceptable to EchoStar, or at all. In the event that EchoStar is unable to fund DNCC or to finalize consumer credit agreements with other third-party finance companies, EchoStar's ability to attract new subscribers may be adversely affected.

OPPOSITION TO, AND RISK OF LOSS OF, CERTAIN ECHOSTAR AUTHORIZATIONS. Many aspects of EchoStar's operations require the retention or renewal of existing FCC authorizations, or the procurement of additional authorizations. The FCC has granted EchoStar conditional authority to use C-band frequencies for telemetry, tracking and control ("TT&C") functions for EchoStar I, stating that the required coordination process with Canada and Mexico had been completed. In January 1996, however, the FCC received a communication from an official of the Ministry of Communications and Transportation of Mexico stating that EchoStar I's TT&C operations could cause unacceptable interference to Mexican satellites. There can be no assurance that such objections will not subsequently require EchoStar to relinquish the use of such C-band frequencies for TT&C purposes. This could result in the inability to control EchoStar I and a total loss of the satellite. Further, the FCC has granted EchoStar conditional authority to use "extended" C-band frequencies for TT&C functions for EchoStar II, but only until January 1, 1999, at which time the FCC will review the suitability of those frequencies for TT&C operations. There can be no assurance that the FCC will extend the authorization to use these C-band frequencies for TT&C purposes beyond that date. Such failure to extend the authorization could result in the inability to control EchoStar II and a total loss of the satellite. Also, there can be no assurance that the rights of EchoStar under the Dominion Agreement will be given effect in the absence of FCC approval, which has not yet been received and may not be forthcoming. In addition, certain of EchoStar's pending and future requests to the FCC for extensions, waivers and approvals have been, and are expected to continue to be, opposed by third parties. Among other things, the precise location of ESC's and DirectSat's licensed EchoStar I and EchoStar II satellites may be outside the parameters set forth in their licenses. EchoStar has requested temporary authority to operate, for 180 days, EchoStar I and EchoStar II closer together (at 119.05DEG. WL and 118.95DEG. WL instead of at their authorized locations at 119.2DEG. WL and 118.8DEG. WL), which would improve signal quality and facilitate better customer service. The FCC has raised concerns about this request, and the request has been opposed by Tempo. See "Business--Government Regulation--FCC Permits and Licenses." Failure of the FCC to grant or renew EchoStar's request would require EchoStar to take steps to ensure that EchoStar I and EchoStar II are positioned consistent with present FCC authorizations, or to reposition the satellites, and could have an adverse effect on the operation of these satellites. If EchoStar I and EchoStar II were found to have been operated outside their authorized parameters, the FCC could impose monetary forfeitures or other penalties on EchoStar. There can be no assurance that EchoStar's requests will be granted or, if granted, that they will be granted on a timely basis or on terms favorable to EchoStar. EchoStar will also require further FCC authorizations to launch and operate EchoStar III and EchoStar IV. The loss of any of EchoStar's FCC authorizations, the failure to obtain requested extensions or waivers or the imposition of conditions would adversely affect EchoStar's plan of operations, and its current business plan could not be fully implemented. See "Business--Other Components of DBS Service" and "--Government Regulation--FCC Permits and Licenses."

By order released January 11, 1996, the FCC's International Bureau extended the DBS permit of DirectSat for 11 channels at the 175DEG. WL orbital slot to 1999, subject to the condition that the FCC may reconsider the extension and modify or cancel it, in whole or in part, if DirectSat fails to make progress toward construction and operation of its DBS system substantially in compliance with its promised timetable, or with any more expedited timetable ordered by the FCC. In the same order, the FCC's staff denied reconsideration of its earlier decision to assign channels and orbital locations to DirectSat at 119DEG. WL and 175DEG. WL for its DBS system. PrimeStar has applied for full FCC review of this order and other parties may seek reconsideration and/or judicial review of the eventual FCC order. There can be no assurance that the full FCC will affirm the International Bureau's

decision or render a decision favorable to EchoStar. Failure of the full FCC to affirm the decision would have a substantial adverse effect upon EchoStar's operations and may result in a loss of authorizations. In addition, in the event that EchoStar loses the DirectSat frequencies at 119DEG. WL, EchoStar would be required under certain circumstances to offer to repurchase all or a portion of the 1994 Notes, the 1996 Notes and the Notes. In the event that a substantial number of holders of the 1994 Notes, the 1996 Notes or the Notes accepted that offer, EchoStar's plan of operations, including its liquidity, would be adversely affected and it might not be possible to implement EchoStar's current business plan without obtaining additional financing. See "Business--Legal Proceedings."

DBSC's authorization to construct and operate two DBS satellites at 61.5DEG. WL and 175DEG. WL initially expired on August 15, 1995. Prior to that date, DBSC applied for an extension of time, based upon a variety of factors. DBSC indicated that it had signed an amendment to the DBSC Satellite Contract, by which DBSC ordered a 32 transponder satellite in lieu of the previously contracted for 16 transponder satellite. DBSC filed an application for FCC approval of this minor modification in design. In December 1995, the FCC staff approved DBSC's request for an extension of time, giving it until 1998 to complete construction and launch of its satellites subject to continued compliance with the FCC's due diligence requirements. PrimeStar has sought full FCC review of this order, and other parties may seek reconsideration and/or judicial review of the eventual FCC order. There can be no assurance that the full FCC will affirm the International Bureau's decision or render a decision favorable to EchoStar. Failure of the full FCC to affirm the decision would have a substantial adverse effect upon EchoStar's operations, and may result in loss of the authorization. The FCC has not yet ruled on PrimeStar's petition, and no assurances can be given that the FCC will sustain the staff's determination. The FCC's staff has declined to rule on DBSC's request for minor modification of its authorization pending the submission to the FCC of interference data based on the proposed new satellite design. While DBSC has submitted relevant data, there can be no assurance that the FCC will grant the modification application. Failure of the FCC to grant the modification application would have an adverse effect on EchoStar's operations, and may preclude its ability to launch EchoStar III and to deliver service at this orbital location in accordance with its business plan and prescribed milestones.

In the event EchoStar at any time fails to comply with applicable Communications Act requirements and FCC regulations, including the FCC's required schedule for construction and launch of any of EchoStar's satellites, the FCC has the authority to revoke, condition, or decline to extend or renew the authorizations for that and any subsequent satellites and, in connection with that action, could exercise its authority to rescind these authorizations. The FCC has in fact indicated it may revoke DBS permits if there are delays in the satellite construction schedule submitted by the permittee to the FCC or if the permittee fails to meet other due diligence construction and operation obligations. The schedule submitted to the FCC by DBSC calls for the completion of construction at 61.5DEG. WL of EchoStar III by July 31, 1997. DBSC and DirectSat also must have operational satellites at 175DEG. WL by 1998 and 1999, respectively, and DirectSat must have an operational satellite at 110DEG. WL by 1999. Both DBSC and DirectSat must comply with other intermediate milestones. Any delay in this schedule may cause total or partial revocation of DBSC's or DirectSat's permits. The FCC also has declared that it will carefully monitor the semi-annual reports required to be filed by DBS permittees. Failure of EchoStar to file adequate semi-annual reports or to demonstrate progress in the construction of its DBS systems may result in cancellation of its permits. EchoStar has not filed all required progress reports with the FCC. There is a risk that the FCC may find that EchoStar has not complied fully with the FCC's due diligence requirements, including without limitation the filing of semi-annual progress reports and satisfaction of construction and payment obligations consistent with the FCC's rules and the semi-annual progress reports filed by EchoStar.

Further, the FCC has not yet completed its review to determine whether EchoStar's contract for the construction of the western satellite of its system meets the FCC's requirements and has deferred a decision on whether to extend ESC's permit for western assignments. Therefore, the FCC has not yet assigned to EchoStar frequencies for that satellite. While it is possible that DBSC, DirectSat and ESC may construct a satellite for joint use by all three at 175DEG. WL (provided that ESC is found to have a firm contract and receives frequency assignments at 175DEG. L), EchoStar will still be required to construct and launch two or more satellites in addition to EchoStar I, EchoStar II, EchoStar III and EchoStar IV in order to preserve all of its DBS permits (plus additional satellites for the single frequencies at each of the 110DEG. WL and 166DEG. WL orbital slots in order to avoid loss of those frequencies). Finally, with respect to the 24 orbital assignments at the 148DEG. WL orbital slot, EchoStar must complete contracting for a satellite by December 20, 1997, must complete construction by December 20, 2000, and must launch and operate a satellite by December 20, 2002. Absent infusion of additional significant capital, EchoStar will not be able to retain all of its assigned frequencies and orbital slots. There can be no assurance that EchoStar will be able to comply with the FCC's due diligence requirements or that the FCC will determine that EchoStar has complied with such due diligence requirements.

In addition, ESC recently received from the FCC's International Bureau a conditional license for two FSS satellites in the

Ka-band. That license was based on an orbital plan agreed upon by applicants in EchoStar's processing round. Certain of these applicants have now requested changes to that orbital plan. One company (Norris) has filed a request to stay the plan, and petitions for reconsideration are also pending against certain of the licenses covered by the plan. There can be no assurance that review of the recently granted Ka-band licenses and orbital plan by the International Bureau and the full FCC will not eliminate the basis for EchoStar's conditional license and result in loss of that license.

In November 1996, ESC also received a conditional license for two Ku-band FSS satellites, subject, among other things, to submitting additional proof of its financial qualifications. While ESC has submitted such proof, GE Americom and PrimeStar have challenged it and have requested cancellation of ESC's license. GE Americom and PrimeStar have also requested reconsideration of ESC's license and reassignment of one EchoStar satellite to a different orbital slot, on the ground that the satellite will interfere with the GE Americom satellite used by PrimeStar for its medium-power Ku-band service. Finally, GE Americom and PrimeStar have opposed ESC's request to add C-band capabilities to one satellite of its Ku-band system, and EchoStar Ku-X Corporation's pending application for an extended Ku-band system has also been opposed. There is no assurance as to how the FCC will rule with respect to any of these challenges. Rulings in favor of these challengers would adversely affect EchoStar's ability to use these FSS satellites.

EchoStar also must comply with certain construction and launch milestones imposed or expected to be imposed with respect to its conditionally authorized operations in the Ku and Ka-bands. Failure to comply with such requirements may result in termination of the authorizations.

RISK OF INABILITY TO MANAGE RAPIDLY EXPANDING OPERATIONS. EchoStar must expand its operations rapidly to achieve its business objectives. Several of EchoStar's key activities, including satellite in-orbit control, satellite receiver manufacturing, billing and subscriber management are out-sourced to third party vendors. To manage its growth effectively, EchoStar must continue to develop its internal and external sales force, installation capability, customer service operations, and information systems, and maintain its relationships with third party vendors. EchoStar will also need to continue to expand, train and manage its employee base, and its management personnel will be required to assume even greater levels of responsibility. If EchoStar is unable to manage its growth effectively, EchoStar's business and results of operations could be materially adversely affected.

SUBSCRIBER TURNOVER. Since commencing operation of the DISH Network-SM- in March 1996, the Issuer's monthly subscriber turnover (which represents the number of subscriber disconnects during the period divided by the weighted-average number of subscribers during the period) has averaged less than 1.0%. To date, a majority of the Issuer's subscribers have purchased annual subscriptions. The Issuer expects that subscriber turnover may increase as annual subscribers renew and convert to month-to-month subscriptions, as the number of overall DISH Network-SM- subscribers increases, and as a result of certain other factors. In the event that the Issuer is unable to control subscriber turnover, its financial condition and results of operations would be adversely affected.

LIMITED MARKETING EXPERIENCE. EchoStar began marketing the EchoStar DBS System in March 1996. The Company markets EchoStar Receiver Systems throughout the U.S. through its own sales and marketing organization using national and regional broadcast and print advertising, independent distributors and retailers and consumer electronics stores and outlets. The Company's success will ultimately depend in large part upon its ability to successfully demonstrate to consumers the ease of use, reliability and cost-effectiveness of the EchoStar DBS System, and upon its ability to have EchoStar Receiver Systems distributed in consumer mass marketing channels, such as consumer electronics stores and outlets.

EchoStar is presently selling EchoStar Receiver Systems through a limited number of consumer electronics stores. Some of EchoStar's competitors, including DirecTv, began selling their products through consumer electronics stores before EchoStar and, as a result, are carried by a greater number of retailers and have a competitive advantage in the consumer electronics distribution channel. Further, some of EchoStar's competitors have maintained this competitive advantage through extensive monetary support of consumer electronics advertising campaigns. This is particularly true in the case of those consumer electronics outlet chains that have chosen, for the time being, to sell only one or a limited number of DBS receiver products. Consequently, there can be no assurance that EchoStar will be able to effectively market its EchoStar Receiver Systems.

RISK OF SATELLITE DEFECT, LOSS OR REDUCED PERFORMANCE. Satellites are subject to significant risks, including satellite defects, launch failure, destruction and damage that may result in incorrect orbital placement or prevent proper commercial operation. Approximately 15% of all commercial geosynchronous satellite launches have resulted in a total or constructive total loss. The failure rate varies by launch vehicle and manufacturer. While the FCC granted EchoStar authority in 1995 to construct a satellite to serve as a ground spare for EchoStar I and EchoStar II, EchoStar has not constructed ground spares for its DBS

system, and therefore may not have satellites immediately available to use as replacements in the event of a serious in-orbit problem which could cause a substantial delay in the restoration of EchoStar's DBS service.

In the event of a failure or loss of any of EchoStar I, EchoStar II, or EchoStar III, and subject to FCC consent, EchoStar may relocate EchoStar IV and utilize the satellite as a replacement for the failed or lost satellite. Such a relocation would require prior FCC approval and, among other things, a showing to the FCC that EchoStar IV would not cause additional interference compared to EchoStar I, EchoStar II, or EchoStar III. Should EchoStar choose to utilize EchoStar IV in this manner, there can be no assurances that such use would not adversely affect EchoStar's ability to meet the construction, launch and operation deadlines associated with its permits. Failure to meet such deadlines could result in the loss of such permits and would have an adverse effect on EchoStar's planned operations.

In the event of a launch failure of EchoStar III, under the 1996 Notes Indenture EchoStar would be required to use the proceeds from any launch insurance to purchase satellites or, at ESBC's option, to make an offer to repurchase the maximum amount of 1996 Notes that can be purchased with those proceeds. Similarly, in the event of a launch failure of EchoStar IV, under the Indenture the Issuer would be required to use the proceeds from any launch insurance to purchase satellites or, at the Issuer's option, to make an offer to repurchase the maximum amount of Notes that can be purchased with those proceeds.

A number of satellites constructed by Lockheed Martin Corporation ("Lockheed Martin") over the past three years have experienced defects resulting in total or partial loss following launch. The type of failures experienced have varied widely. Lockheed Martin constructed EchoStar I and EchoStar II and is constructing EchoStar III and EchoStar IV. No assurances can be given that EchoStar I, EchoStar II, EchoStar III or EchoStar IV will perform according to specifications.

Launch delays could result from weather conditions or technical problems with any EchoStar satellite or any launch vehicle utilized by the launch providers for EchoStar III or EchoStar IV, or from other factors beyond EchoStar's control. If the launch of any of EchoStar's satellites, including EchoStar III or EchoStar IV, is delayed, the Company's strategy to provide additional programming to DISH NetworkSM subscribers using transponders on these satellites would be adversely affected.

RISK OF SIGNAL THEFT. The delivery of subscription programming requires the use of encryption technology. Signal theft or "piracy" in the C-band DTH, cable television and European DBS industries has been widely reported. There can be no assurance that the encryption technology used by the EchoStar DBS System will remain totally effective. If EchoStar's encryption technology is compromised in a manner which is not promptly corrected, EchoStar's revenue and its ability to contract for video and audio services provided by programmers would be adversely affected. Recent published reports indicate that the DirecTv and USSB encryption systems have been compromised. There can be no assurance that continued theft of DirecTv programming will not adversely affect EchoStar's operations. A Canadian court recently ruled that pirating of DirecTv programming is not illegal in Canada. This ruling may encourage the attempted piracy of EchoStar programming in Canada, resulting in lost revenue for EchoStar and increased piracy of DirecTv programming. Piracy of DirecTv programming could result in increased sales of DirecTv receivers at the expense of loss of potential DISH Network-SM-subscribers.

RISKS OF FAILURE OF COMPLEX TECHNOLOGY. The EchoStar DBS System is highly complex. New applications and adaptations of existing and new technology (including compression, conditional access, on screen guides and other matters), and significant software development, are integral to the EchoStar DBS System. As a result of the introduction of such new applications and adaptions from time to time, the EchoStar DBS System may, at times, not function as expected.

Technology in the satellite television industry is in a rapid and continuing state of change as new technologies develop. Although the digital compression technology utilized in connection with the EchoStar DBS System is the world standard, the integration and implementation of that technology is also undergoing rapid change. There can be no assurance that EchoStar and its suppliers will be able to keep pace with technological developments. In addition, delays in the delivery of components or other unforeseen problems in the EchoStar DBS System may occur that could adversely affect performance, cost or timely deployment and operation of the EchoStar DBS System and could have an adverse effect on EchoStar. Further, in the event that a competitive satellite receiver technology becomes commonly accepted as the standard for satellite receivers in the U.S., EchoStar would be at a significant technological disadvantage. See "Business--Programming."

CONTROL OF ECHOSTAR BY PRINCIPAL STOCKHOLDER. Although Charles W. Ergen, the Chairman, Chief Executive Officer and President of EchoStar, currently owns 72% of the total equity securities of EchoStar (assuming exercise of employee stock options), he currently possesses approximately 96% of the total voting power. Thus, Mr. Ergen has the ability to elect a majority of the directors of EchoStar and to control all other matters requiring the approval of EchoStar's stockholders. See "Security Ownership of Certain Beneficial Owners and Management." For Mr. Ergen's total voting power in EchoStar to be reduced to

below 51%, his percentage ownership of the equity securities of EchoStar would have to be reduced to below 10%.

LIMITATIONS ON WARRANTIES AND INSURANCE. Pursuant to satellite construction contracts between Lockheed Martin and EchoStar and certain of its subsidiaries (collectively, the "Satellite Contracts"), and EchoStar's launch services contracts (the "Launch Contracts"), EchoStar and certain of its subsidiaries are the beneficiaries of limited warranties on their satellites and launch vehicles. However, the limited warranties do not cover a substantial portion of the risk inherent in satellite launches or satellite operations.

EchoStar is required under the 1994 Notes Indenture to obtain in-orbit insurance for EchoStar I and EchoStar II. EchoStar is required under the 1996 Notes Indenture to obtain launch and in-orbit insurance for EchoStar III and is required under the Indenture to obtain launch and in-orbit insurance for EchoStar IV. The launch insurance policy for EchoStar II covered the period from launch through completion of testing and commencement of commercial operations. This policy also provides for in- orbit insurance for EchoStar II through September 9, 1997. The policy protects against losses resulting from the failure of the satellite to perform in accordance with its operational performance parameters. EchoStar has procured the required in- orbit insurance for EchoStar I and expects to procure the required in-orbit insurance for EchoStar II, to commence contemporaneous with the expiration of the launch insurance policy. The launch insurance policies contain (or are expected to contain), and the insurance policies with respect to in-orbit operation contain (or are expected to contain), standard commercial satellite insurance provisions, including a material change condition, that, if successfully invoked, will give insurance carriers the ability to increase the cost of the insurance (potentially to a commercially impracticable level), require exclusions from coverage that would leave the risk uninsured or rescind their coverage commitment entirely. The in-orbit insurance policies for EchoStar I and EchoStar II also are subject to annual renewal provisions. There can be no assurance that such renewals will be at rates or on terms favorable to the Company. If renewal is not possible, there can be no assurance that EchoStar will be able to obtain replacement insurance policies on terms favorable to EchoStar. For example, in the event EchoStar I, EchoStar II or other similar satellites experience anomalies while in orbit, the cost to renew in-orbit insurance could increase significantly or coverage exclusions for similar anomalies could be required. Further, although EchoStar has obtained binders for the in-orbit insurance required for EchoStar II (for the period after the 365 day in-orbit period covered by the launch insurance) and the launch insurances required for EchoStar III and EchoStar IV (including in-orbit insurance for 365 days after launch), there can be no assurance that EchoStar will be able to obtain or maintain insurance for EchoStar III and EchoStar IV. See "Business--Insurance."

If the launch of any EchoStar satellite is a full or partial failure or if, following launch, any EchoStar satellite does not perform to specifications, there may be circumstances in which insurance will not fully reimburse EchoStar for any loss. In addition, insurance will not reimburse EchoStar for business interruption, loss of business and similar losses that might arise from delay in the launch of any EchoStar satellite. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

LIMITED LIFE OF SATELLITES. Each EchoStar satellite has a limited useful life. A number of factors affect the useful lives of the satellites, including the quality of their construction, the durability of their component parts, the longevity of their orbits and the launch vehicle used. The minimum design life of each of EchoStar I, EchoStar II, EchoStar III and EchoStar IV is 12 years. There can be no assurance, however, as to the useful lives of the satellites. EchoStar's operating results would be adversely affected in the event the useful life of any of these satellites were significantly shorter than 12 years. The Satellite Contracts contain no warranties in the event of a failure of EchoStar I, EchoStar II, EchoStar III or EchoStar IV following launch. Additionally, a move of any of these satellites, either temporarily or permanently, to another orbital location, would result in a decrease in the orbital life of the satellite of up to six months per movement.

RISK OF SATELLITE DAMAGE OR LOSS FROM ACTS OF WAR, ELECTROSTATIC STORM AND SPACE DEBRIS. The loss, damage or destruction of any EchoStar satellites as a result of military actions or acts of war, anti-satellite devices, electrostatic storm or collision with space debris would have a material adverse effect on EchoStar. EchoStar's insurance policies include customary exclusions including: (i) military or similar actions; (ii) laser, directed energy or nuclear anti-satellite devices; and (iii) insurrection and similar acts or governmental action.

STATE TAXES. In addition to being subject to FCC regulation, operators of satellite broadcast systems in the U.S. may be affected by imposition of state and/or local sales taxes on satellite-delivered programming. According to the Satellite Broadcasting and Communications Association, several states, including Maryland, Missouri, North Dakota, New York and Washington, have either adopted or proposed such taxes. Other states are in various stages of considering proposals that would tax providers of satellite-delivered programming and other communications providers. The adoption of state imposed sales taxes could have adverse consequences to the Issuer's business.

USE OF PROCEEDS

There will be no cash proceeds to the Issuer from the Exchange Offer. The gross proceeds to the Issuer from the Old Notes Offering were approximately $375.0 million, with net proceeds to the Issuer of approximately $362.5 million. The net proceeds from the Old Notes offering will be used to fund: (i) the Satellite Escrow Account; (ii) the Interest Escrow Account; and (iii) subscriber acquisition and marketing expenses, general corporate purposes, and to the extent otherwise available, the construction, launch and insurance of EchoStar III. Although the estimates set forth under "Uses" below represent EchoStar's best estimate of the intended use of the proceeds from the Old Notes Offering, the specific amounts allocated to each use (other than amounts segregated in the Satellite and Interest Escrow Accounts) may change depending on such factors as unanticipated costs or requirements necessary for development and operation of the EchoStar DBS System.

	(IN MILLIONS)
SOURCES:	
Net proceeds from the Old Notes Offering (1)	$362.5
USES:	
Deposit to the Satellite Escrow Account (2)	$112.0
Deposit to the Interest Escrow Account (3)	109.0
Construction, launch and insurance of EchoStar III, subscriber acquisition and marketing expenses and general corporate purposes	141.5
Total uses	$362.5

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(1) Net proceeds from the Old Notes Offering are net of approximately $12.5 million of estimated transaction expenses, including discounts and commissions.
(2) Represents the amount placed in escrow to fund, together with the proceeds from the investment thereof, the construction, launch and insurance of EchoStar IV.
(3) Represents the amount placed in escrow to fund, together with the proceeds from the investment thereof, the first five semi-annual interest payments on the Notes.

PURPOSE OF THE EXCHANGE OFFER

The sole purpose of the Exchange Offer is to fulfill the obligations of the Issuer and the Guarantors with respect to the registration of the Old Notes.

The Old Notes were originally issued and sold on June 25, 1997 (the "Issue Date"). Such sales were not registered under the Securities Act in reliance upon the exemption provided in section 4(2) of the Securities Act and Rule 144A promulgated under the Securities Act. In connection with the sale of the Old Notes, the Issuer agreed to file with the Commission a registration statement relating to the Exchange Offer (the "Registration Statement"), pursuant to which the Exchange Notes, consisting of another series of senior subordinated notes of the Issuer covered by such Registration Statement and containing substantially identical terms to the Old Notes, except as set forth in this Prospectus, would be offered in exchange for Old Notes tendered at the option of the holders thereof. If: (i) the Issuer is not required to file the Registration Statement or permitted to consummate the Exchange Offer because the Exchange Offer is not permitted by applicable law or Commission policy; or (ii) any holder of Transfer Restricted Notes notifies the Issuer within the specific time period that: (A) it is prohibited by law or Commission policy from participating in the Exchange Offer; (B) that it may not resell the Exchange Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Registration Statement is not appropriate or available for such resales; or (C) that it is a broker-dealer and owns Old Notes acquired directly from the Issuer or an affiliate of the Issuer, the Issuer and the Guarantors will file with the Commission a registration statement (the "Shelf Registration Statement") to cover resales of the Old Notes by the holders thereof who satisfy certain conditions relating to the provision of information in connection with the Shelf Registration Statement. For purposes of the foregoing, "Transfer Restricted Notes" means each Old Note until: (i) the date on which such Old Note has been exchanged by a person other than a broker-dealer for an Exchange Note in the Exchange Offer; (ii) following the exchange by a broker-dealer in the Exchange Offer of a Note for an Exchange Note, the date on which such Exchange Note is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Registration Statement; (iii) the date on which such Old Note has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement; or (iv) the date on which such Old Note is distributed to the public pursuant to Rule 144 under the Act. If: (a) the Issuer and the Guarantors fail to file any of the Registration Statements required by the Registration Rights Agreement on or before the date specified for such filing; (b) any of such Registration Statements is not declared effective by the Commission on or prior to the date specified for such effectiveness (the "Effectiveness Target Date"); (c) the Issuer and the Guarantors fail to consummate the Exchange Offer within 30 business days of the Effectiveness Target Date with respect to the Registration Statement; or (d) the Shelf Registration Statement or the Registration Statement is declared effective but thereafter ceases to be effective or usable in connection with resales of Transfer Restricted Notes during the periods specified in the Registration Rights Agreement (each such event referred to in clauses (a) through (d) above a "Registration Default") then the Issuer and the Guarantors jointly and severally agree to pay liquidated damages to each holder of Old Notes, with respect to the first 90-day period immediately following the occurrence of such Registration Default in an amount equal to $.05 per week per $1,000 principal amount of Old Notes held by such holder ("Liquidated Damages"). The amount of the Liquidated Damages will increase by an additional $.05 per week per $1,000 principal amount of Old Notes with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount of Liquidated Damages of $.40 per week per $1,000 principal amount of Old Notes constituting Transfer Restricted Notes. All accrued Liquidated Damages will be paid by the Issuer on each damages payment date to the Global Note Holder (as defined) by wire transfer to the accounts specified by them or by mailing checks to their registered addressed if no such accounts have been specified. Following the cure of all Registration Defaults the accrual of Liquidated Damages will cease. See "Description of Exchange Notes - Old Notes' Registration rights; Liquidated Damages."

Holders of Old Notes will be required to make certain representations to the Issuer (as described in the Registration Rights Agreement) in order to participate in the Exchange Offer and will be required to deliver information to be used in connection with the Shelf Registration Statement and to provide comments on the Shelf Registration Statement within the time periods set forth in the Registration Rights Agreement in order to have their Old Notes included in the Shelf Registration Statement and benefit form the provisions regarding Liquidated Damages set forth above.

TERMS OF THE EXCHANGE

The Issuer hereby offers to exchange, upon the terms and subject to the conditions set forth herein and in the Letter of Transmittal accompanying this Prospectus (the "Letter of Transmittal"), $1,000 in principal amount of Exchange Notes for each $1,000 in principal amount of Old Notes. The terms of the Exchange Notes are substantially identical to the terms of the Old Notes for which they may be exchanged pursuant to this Exchange Offer, except that the Exchange Notes will generally be freely transferable by holders thereof, and the holders of the Exchange Notes (as well as remaining holders of any Old Notes) are not entitled to certain registration rights and certain liquidated damages provisions which are applicable to the Old Notes under the Registration Rights Agreement. The Exchange Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture. See "Description of Exchange Notes."

The Exchange Offer is not conditioned upon any minimum [nb]aggregate principal amount of Old Notes being tendered or accepted for exchange.

Based on its view of interpretations set forth in no-action letters issued by the Staff to third parties, the Issuer believes that Exchange Notes issued pursuant to the Exchange Offer in exchange for the Old Notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any holder which is (i) an Affiliate of the Issuer, (ii) a broker-dealer who acquired Old Notes directly from the Issuer or (iii) a broker-dealer who acquired Old Notes as a result of market making or other trading activities) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business, and such holders are not engaged in, and do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. Broker-dealers who acquire Old Notes as a result of market making or other trading activities may use this Prospectus, as supplemented or amended, in connection with resales of the Exchange Notes. The Issuer has agreed that, for a period of 180 days after the Registration Statement is declared effective, they will make this prospectus available to any broker-dealer for use in connection with any such resale. Any holder who tenders in the Exchange Offer for the purpose of participating in a distribution of the Exchange Notes or any other holder that cannot rely upon such interpretations must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

Tendering holders of Old Notes will not be required to pay brokerage commissions or fees or, subject to the instructions in the Letter of Transmittal, transfer taxes with respect to the exchange of the Old Notes pursuant to the Exchange Offer.

The Exchange Notes will bear interest from June 25, 1997. Holders of Old Notes whose Old Notes are accepted for exchange will be deemed to have waived the right to have interest accrue, or to receive any payment in respect of interest, on the Old Notes from June 25, 1997 to the date of the issuance of the Exchange Notes. Interest on the Exchange Notes is payable semiannually in arrears on January 1 and July 1 of each year, commencing January 1, 1998; accruing from June 25, 1997 at a rate of 12 1/2% per annum.

EXPIRATION DATE; EXTENSIONS; TERMINATION; AMENDMENTS

The Exchange Offer expires on the Expiration Date. The term "Expiration Date" means 5:00 p.m., Eastern time, on ,1997 unless the Issuer in its sole discretion extends the period during which the Exchange Offer is open, in which event the term "Expiration Date" means the latest time and date on which the Exchange Offer is open, in which event the term "Expiration Date" means the latest time and date on which the Exchange Offer, as so extended by the Issuer, expires. The Issuer reserves the right to extend the Exchange Offer at any time and from time to time prior to the Expiration Date by giving written notice to First Trust National Association (the "Exchange Agent") and by timely public announcement communicated by no later than 5:00 p.m. on the next business day following the Expiration Date, unless otherwise required by applicable law or regulation, by making a release to the Dow Jones News Service. During any extension of the Exchange Offer, all Old Notes previously tendered pursuant to the Exchange Offer will remain subject to the Exchange Offer.

The initial Exchange Date will be the first business day following the Expiration Date. The Issuer expressly reserves the right to (i) terminate the Exchange Offer and not accept for exchange any Old Notes for any reason, including if any of the events set forth below under "Conditions to the Exchange Offer" shall have occurred and shall not have been waived by the Issuer and (ii) amend the terms of the Exchange Offer in any manner, whether before or after any tender of the Old Notes. If any

such termination or amendment occurs, the Issuer will notify the Exchange Agent in writing and will either issue a press release or give written notice to the holder of the Old Notes as promptly as practicable. Unless the Issuer terminates the Exchange Offer prior to 5:00 p.m., Eastern time, on the Expiration Date, the Issuer will exchange the Exchange Notes for Old Notes on the Exchange Date.

This Prospectus and the related Letter of Transmittal and other relevant materials will be mailed by the Issuer to record holders of Old Notes and will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the lists of holders for subsequent transmittal to beneficial owners of Old Notes.

HOW TO TENDER

The tender to the Issuer of Old Notes by a holder thereof pursuant to one of the procedures set forth below will constitute an agreement between such holder and the Issuer in accordance with the terms and subject to the conditions set forth herein and in the Letter of Transmittal.

GENERAL PROCEDURES

A holder of an Old Note may tender the same by (i) properly completing and signing the Letter of Transmittal or a facsimile thereof (all references in this Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates representing the Old Notes being tendered and any required signature guarantees (or a timely confirmation of a book-entry transfer (a "Book-Entry Confirmation") pursuant to the procedure described below), to the Exchange Agent at its address set forth on the back cover of this Prospectus on or prior to the Expiration Date or (ii) complying with the guaranteed delivery procedures described below.

If tendered Old Notes are registered in the name of the signer of the Letter of Transmittal and the Exchange Notes to be issued in exchange therefor are to be issued (and any untendered Old Notes are to be reissued) in the name of the registered holder, the signature of such signer need not be guaranteed. In any other case, the tendered Old Notes must be endorsed or accompanied by written instruments of transfer in form satisfactory to the Issuer and duly executed by the registered holder and the signature on the endorsement or instrument of transfer must be guaranteed by a bank, broker, dealer, credit union, savings association, clearing agency or other institution (each an "Eligible Institution") that is a member of a recognized signature guarantee medallion program within the meaning of Rule 17Ad-15 under the Exchange Act. If the Exchange Notes and/or Old Notes not exchanged are to be delivered to an address other than that of the registered holder appearing on the note register for the Old Notes, the signature on the Letter of Transmittal must be guaranteed by an Eligible Institution.

Any beneficial owner whose Old Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Old Notes should contact such holder promptly and instruct such holder to tender Old Notes on such beneficial owner's behalf. If such beneficial owner wishes to tender such Old Notes himself, such beneficial owner must, prior to completing and executing the Letter of Transmittal and delivering such Old Notes, either make appropriate arrangements to register ownership of the Old Notes in such beneficial owners name or follow the procedures described in the immediately preceding paragraph. The transfer of record ownership may take considerable time.

BOOK-ENTRY TRANSFER

The Exchange Agent will make a request to establish an account with respect to the Old Notes at The Depository Trust Company (the "Book-Entry Transfer Facility") for purposes of the Exchange Offer within two business days after receipt of this Prospectus, and any financial institution that is a participant in the Book-Entry Transfer Facility's systems may make book-entry delivery of Old Notes by causing the Book-Entry Transfer Facility to transfer such Old Notes into the Exchange Agent's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for transfer. However, although delivery of Old Notes may be effected through book-entry transfer at the Book-Entry Transfer Facility, the Letter of Transmittal, with any required signature guarantees and any other required documents, must, in any case, be transmitted to and received by the Exchange Agent at the address specified on the back cover of this prospectus on or prior to the Expiration Date or the guaranteed delivery procedures described below must be complied with.

THE METHOD OF DELIVERY OF OLD NOTES AND ALL OTHER DOCUMENTS IS AT THE ELECTION AND RISK OF THE HOLDER. IF SENT BY MAIL, IT IS RECOMMENDED THAT REGISTERED MAIL, RETURN RECEIPT REQUESTED, BE USED, PROPER INSURANCE BE OBTAINED, AND THE MAILING BE MADE SUFFICIENTLY IN ADVANCE OF THE EXPIRATION DATE TO PERMIT DELIVERY TO THE EXCHANGE AGENT ON OR BEFORE THE EXPIRATION DATE.

Unless an exemption applies under the applicable law and regulations concerning "backup withholding" of federal income tax, the Exchange Agent will be required to withhold, and will withhold 31% of the gross proceeds otherwise payable to a holder pursuant to the Exchange Offer if the holder does not provide his, her, or its taxpayer identification number (social security number or employer identification number, as applicable) and certify that such number is correct. Each tendering holder should complete and sign the main signature form and the Substitute Form W-9 included as part of the Letter of Transmittal, so as to provide the information and certification necessary to avoid backup withholding, unless an applicable exemption exists and is proven in a manner satisfactory to the Issuer and the Exchange Agent.

GUARANTEED DELIVERY PROCEDURES

If a holder desires to accept the Exchange Offer and time will not permit a Letter of Transmittal or Old Notes to reach the Exchange Agent before the Expiration Date, a tender may be effected if the Exchange Agent has received at its office listed on the Letter of Transmittal on or prior to the Expiration Date a letter, telegram or facsimile transmission from an Eligible Institution setting forth the name and address of the tendering holder, the principal amount of the Old Notes being tendered, the names in which the Old Notes are registered and, if possible, the certificate numbers of the Old Notes to be tendered, and stating that the tender is being made thereby and guaranteeing that within three New York Stock Exchange trading days after the date of execution of such letter, telegram or facsimile transmission by the Eligible Institution, the Old Notes, in proper form for transfer, will be delivered by such Eligible Institution together with a properly completed and duly executed Letter of Transmittal (and any other required documents). Unless Old Notes being tendered by the above-described method (or a timely Book-Entry Confirmation) are deposited with the Exchange Agent within the time period set forth above (accompanied or preceded by a properly completed Letter of Transmittal and any other required documents), the Issuer may, at its option, reject the tender. Copies of a Notice of Guaranteed Delivery which may be used by Eligible Institutions for the purposes described in this paragraph are available form the Exchange Agent.

A tender will be deemed to have been received as of the date when the tendering holder's properly completed and duly signed Letter of Transmittal accompanied by the Old Notes (or a timely Book-Entry Confirmation) is received by the Exchange Agent. Issuances of Exchange Notes in exchange for Old Notes tendered pursuant to a Notice of Guaranteed Delivery or letter, telegram or facsimile transmission to similar effect (as provided above) by an Eligible Institution will be made only against deposit of the Letter of Transmittal (and any other required documents) and the tendered Old Notes (or a timely Book-Entry Confirmation).

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange of any tender of Old Notes will be determined by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders not in proper form or the acceptances for exchange of which may, in the opinion of counsel to the Issuer, be unlawful. The Issuer also reserves the absolute right to waive any of the conditions of the Exchange Offer or any defect or irregularities in tenders of any particular holder whether or not similar defects or irregularities are waived in the case of other holder. Neither the Issuer, the Exchange Agent nor any other person will be under any duty to give notification of any defects or irregularities in tenders or shall incur any liability for failure to give any such notification. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

TERMS AND CONDITIONS OF THE LETTER OF TRANSMITTAL

The Letter of Transmittal contains, among other things, the following terms and conditions, which are part of the Exchange Offer:

The party tendering Old Notes for exchange (the "Transferor") exchanges, assigns and transfers the Old Notes to the Issuer and irrevocable constitutes and appoints the Exchange Agent as the Transferor's agent and attorney-in-fact to cause the Old Notes to be assigned, transferred and exchanged. The Transferor represents and warrants that it has full power and authority to tender, exchange, assign and transfer the Old Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Old Notes, and that, when the same are accepted for exchange, the Issuer will acquire good and unencumbered title to the tendered Old Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The Transferor also warrants that it will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of tendered Old Notes. The Transferor further agrees that acceptance of any tendered Old Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations under the Registration Rights Agreement and that the Issuer shall have no further obligations or liabilities thereunder (except in certain

limited circumstances). All authority conferred by the Transferor will survive the death or incapacity of the Transferor and every obligation of the Transferor shall be binding upon the heirs, legal representatives, successors, assigns, executors and administrators of such Transferor.

By tendering Old Notes and executing the Letter of Transmittal, the Transferor certifies that (a) it is not an Affiliate of the Issuer, that it is not a broker-dealer that owns Old Notes acquired directly from the Issuer or an Affiliate of the Issuer, that it is acquiring the Exchange Notes offered hereby in the ordinary course of such Transferor's business and that such transferor has no arrangement with any person to participate in the distribution of such Exchange Notes or (b) that it is an Affiliate of the Issuer or of the initial Purchasers of the Old Notes in the Old Notes Offering, and that it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it.

WITHDRAWAL RIGHTS

Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration date.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Exchange Agent at its address set forth on the back cover of this prospectus prior to the Expiration Date. Any such notice of withdrawal must specify the person named in the Letter of Transmittal as having tendered Old Notes to be withdrawn, the certificate numbers of Old Notes to be withdrawn, the principal amount of Old Notes to be withdrawn, a statement that such holder is withdrawing his election to have such Old Notes exchanged, and the name of the registered holder of such Old Notes, and must be signed by the holder in the same manner as the original signature of the Letter of Transmittal (including any required signature guarantees) or be accompanied by evidence satisfactory to the Issuer that the person withdrawing the tender has succeeded to the beneficial ownership of the Old Notes being withdrawn. The Exchange Agent will return the properly withdrawn Old Notes promptly following receipt of notice of withdrawal. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by the Issuer, and such determination will be final and binding on all parties.

ACCEPTANCE OF OLD NOTES FOR EXCHANGE; DELIVERY OF EXCHANGE NOTES

Upon the terms and subject to the conditions of the Exchange Offer, the acceptance for exchange of Old Notes validly tendered and not withdrawn and the issuance of the Exchange Notes will be made on the Exchange Date.

The Exchange Agent will act as agent for the tendering holders of Old Notes for the purposes of receiving Exchange Notes from the Issuer and causing the Old Notes to be assigned, transferred and exchanged. Upon the terms and subject to conditions of the Exchange Offer, delivery of Exchange Notes to be issued in exchange for accepted Old Notes will be made by the Exchange Agent promptly after acceptance of the tendered Old Notes. Old Notes not accepted for exchange by the Issuer will be returned without expense to the tendering holders (or in the case of Old Notes tendered by book-entry transfer into the Exchange Agent's account at the Book-Entry Transfer Facility pursuant to the procedures described above, such non-exchanged Old Notes will be credited to an account maintained with such Book-Entry Transfer Facility) promptly following the Expiration Date or, if the Issuer terminates the Exchange Offer prior to the Expiration Date, promptly after the Exchange Offer is so terminated.

CONDITIONS TO THE EXCHANGE OFFER

Notwithstanding any other provision of the Exchange Offer, or any extension of the Exchange Offer, the Issuer will not be required to issue Exchange Notes in respect of any properly tendered Old Notes not previously accepted and may terminate the Exchange Offer (by oral or written notice to the Exchange Agent and by timely public announcement communicated no later than 5:00 p.m. on the next business day following the Expiration Date, unless otherwise required by applicable law or regulation, by making a release to the Dow Jones News Service) or, at its option, modify or otherwise amend the Exchange Offer, if: (a) there shall be threatened, instituted or pending any action or proceeding before, or any injunction, order or decree shall have been issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission, (i) seeking to restrain or prohibit the making or consummation of the Exchange Offer or any other transaction contemplated by the Exchange Offer, (ii) assessing or seeking any damages as a result thereof or (iii) resulting in a material delay in the ability of the Issuer to accept for exchange some or all of the Old Notes pursuant to the Exchange Offer; (b) any statute, rule, regulation, order or injunction shall be sought, proposed, introduced, enacted, promulgated or deemed applicable to the Exchange Offer or any of the transactions contemplated by the Exchange Offer by any government or governmental authority, domestic or foreign, or any action shall have been taken, proposed or threatened, by any government, governmental authority, agency or court, domestic or foreign, that in the sole judgment of the Issuer, might directly or indirectly result in any of the consequences referred to in clauses (a)(i) or (ii) above or, in the sole judgment

of the Issuer, might result in the holders of Exchange Notes having obligations with respect to resales and transfers of Exchange Notes which are greater than those described in the interpretations of the Staff referred to on the cover page of this Prospectus, or would otherwise make it inadvisable to proceed with the Exchange Offer; or (c) a material adverse change shall have occurred in the business, condition (financial or otherwise), operations, or prospects of the Issuer.

The foregoing conditions are for the sole benefit of the Issuer and may be asserted by it with respect to all or any portion of the Exchange Offer regardless of the circumstances (including any action or inaction by the Issuer) giving rise to such condition or may be waived by the Issuer in whole or in part at any time or from time to time in its sole discretion. The failure by the Issuer at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, and each right will be deemed an ongoing right which may be asserted at any time or from time to time. In addition, the Issuer has reserved the right, notwithstanding the satisfaction of each of the foregoing conditions, to terminate or amend the Exchange Offer.

Any determination by the Issuer concerning the fulfillment or nonfulfillment of any conditions will be final and binding upon all parties.

In addition, the Issuer will not accept for exchange any Old Notes tendered, and no Exchange Notes will be issued in exchange for any such Old Notes, if at such time any stop order shall be threatened or in effect with respect to the Registration Statement of which this Prospectus constitutes a part or qualification of the Indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

EXCHANGE AGENT

First Trust National Association has been appointed as the Exchange Agent for the Exchange Offer. Letters of Transmittal must be addressed to the Exchange Agent at:

First Trust National Association
180 East Fifth Street
St. Paul, Minnesota 55101
Telephone: (612) 244-1197
Facsimile: (612) 244-1537
Attention: Phyllis Meath, Specialized Finance Group

Delivery to an address other than as set forth herein, or transmission of instructions via a facsimile or telex number other than the ones set forth herein, will not constitute a valid delivery.

SOLICITATION OF TENDERS; EXPENSES

The Issuer has not retained any dealer-manager or similar agent in connection with the Exchange Offer and will not make any payments to brokers, dealers or others for soliciting acceptances of the Exchange Offer. The Issuer will, however, pay the Exchange Agent reasonable and customary fees for its services and will reimburse it for reasonable out-of-pocket expenses in connection therewith. The Issuer will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding tenders for their customers. The expenses to be incurred in connection with the Exchange Offer, including the fees and expenses of the Exchange Agent and printing, accounting, investment banking and legal fees, will be paid by the Issuer and are estimated to be approximately $250,000.

No person has been authorized to give any information or to make any representations in connection with the Exchange Offer other than those contained in this Prospectus. If given or made, such information or representations should not be relied upon as having been authorized by the Issuer. Neither the delivery of this Prospectus nor any exchange made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the respective dates as of which information is given herein. The Exchange Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Old Notes in any jurisdiction in which the making of the Exchange Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. However, the Issuer may, at its discretion, take such action as it may deem necessary to make the Exchange Offer in any such jurisdiction and extend the Exchange Offer to holders of Old Notes in such jurisdiction. In any jurisdiction the securities laws or blue sky laws of which require the Exchange Offer to be made by a licensed broker or dealer, the Exchange Offer is being made on behalf of the Issuer by one or more registered brokers or dealers which are licensed under the laws of such jurisdiction.

DISSENTER AND APPRAISAL RIGHTS

HOLDERS OF OLD NOTES WILL NOT HAVE DISSENTERS' RIGHTS OR APPRAISAL RIGHTS IN CONNECTION WITH THE EXCHANGE OFFER.

FEDERAL INCOME TAX CONSEQUENCES

The exchange of Old Notes for Exchange Notes by tendering holders will not be a taxable exchange for federal income tax purposes, and such holders should not recognize any taxable gain or loss or any interest income as a result of such exchange. See "Certain United States Federal Income Tax Considerations."

OTHER

Participation in the Exchange Offer is voluntary and holders of Old Notes should carefully consider whether to accept the terms and conditions thereof. Holders of the Old Notes are urged to consult their financial and tax advisors in making their own decisions on what action to take with respect to the Exchange Offer.

As a result of the making of, and upon acceptance for exchange of all validly tendered Old Notes pursuant to the terms of this Exchange Offer, the Issuer will have fulfilled obligations contained in the terms of the Old Notes and the Registration Rights Agreement. Holders of the Old Notes who do not tender their Old Notes in the Exchange Offer will continue to hold such Old Notes and will be entitled to all the rights, and limitations applicable thereto under the Indenture, except for any such rights under the Registration Rights Agreement which by their terms terminate or cease to have further effect as a result of the making of this Exchange Offer. See "Description of Exchange Notes." All untendered Old Notes will continue to be subject to the restriction on transfer set forth in the Indenture. To the extent that Old Notes are tendered and accepted in the Exchange Offer, the trading market, if any, for any remaining Old Notes could be adversely affected. See" Risk Factors - Consequences of Failure to Exchange Old Notes."

The Issuer may in the future seek to acquire untendered Old Notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise. The Issuer has no present plan to acquire any Old Notes which are not tendered in the Exchange Offer.

CAPITALIZATION

The following table sets forth as of March 31, 1997: (i) the consolidated capitalization of EchoStar, on a historical basis; and (ii) the consolidated capitalization of EchoStar as adjusted to give effect to the Old Notes Offering. The historical information in this table is derived from the Consolidated Financial Statements of EchoStar, and should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and the Notes thereto included elsewhere in this Prospectus.

	AS OF MARCH 31, 1997	
	ACTUAL	AS ADJUSTED
	(IN THOUSANDS) (UNAUDITED)	
Cash, cash equivalents, and marketable investment securities (1)	$ 33,980	$ 175,480
Long-term obligations (net of current portion):		
Mortgages and notes payable	$ 48,298	$ 48,298
1994 Notes	451,907	451,907
1996 Notes	398,399	398,399
Old Notes	--	375,000
Total long-term debt	898,604	1,273,604
Stockholders' Equity:		
Preferred Stock, $.01 par value, 20,000,000 shares authorized, 1,616,681 shares of 8% Series A Cumulative Preferred Stock issued and outstanding, including accrued dividends of $3,648,000	18,700	18,700
Class A Common Stock, $.01 par value, 200,000,000 shares authorized, 11,776,406 shares issued and outstanding	118	118
Class B Common Stock, $.01 par value, 100,000,000 shares authorized, 29,804,401 shares issued and outstanding	298	298
Class C Common Stock, $.01 par value, 100,000,000 shares authorized, none outstanding	--	--
Common Stock Warrants	16	16
Additional paid-in capital	170,252	170,252
Unrealized holding losses on available-for-sale securities, net of deferred taxes	(12)	(12)
Accumulated deficit	(178,896)	(178,896)
Total stockholders' equity	10,476	10,476
Total capitalization	$909,080	$1,284,080

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(1) Excludes amounts in escrow and other restricted cash of approximately $51.5 million as of March 31, 1997. The March 31, 1997, as adjusted, data also excludes $112.0 million placed in the Satellite Escrow Account and approximately $109.0 million placed in the Interest Escrow Account.

SELECTED FINANCIAL DATA

Prior to consummation of the Old Notes Offering, EchoStar contributed all of the outstanding capital stock of ESBC to the Issuer. As a result, ESBC became a direct wholly-owned subsidiary of the Issuer. Similarly, in January 1996 EchoStar contributed all of the outstanding capital stock of Dish to ESBC. The Contribution and the Dish Contribution have been accounted for as reorganizations of entities under common control, in which Dish was treated as the predecessor to ESBC and ESBC was treated as the predecessor to the Issuer. The following selected financial data as of, and for the five years ended December 31, 1996, are derived from the financial statements of the Issuer and the Issuer's predecessor entities, audited by Arthur Andersen LLP, independent public accountants. The following selected financial data at March 31, 1997 and with respect to the three months ended March 31, 1996 and 1997 are unaudited; however, in the opinion of Management, such data reflect all adjustments (consisting only of normal recurring adjustments) necessary to fairly present the data for such interim periods. Operating results for interim periods are not necessarily indicative of the results that may be expected for a full year. The data set forth in this table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," the Issuer's Consolidated Financial Statements and the Notes thereto and the other financial information included elsewhere in this Prospectus.

	YEARS ENDED DECEMBER 31,					THREE MONTHS ENDED MARCH 31,	
	1992(1)	1993(1)	1994	1995	1996	1996	1997
	(IN THOUSANDS, EXCEPT RATIOS, SUBSCRIBERS AND SATELLITE RECEIVERS SOLD)					(UNAUDITED)	
STATEMENT OF OPERATIONS DATA:							
Revenue:							
DTH products and technical services. . .	$157,473	$206,311	$172,753	$146,910	$ 136,377	$ 36,741	$ 11,589
DISH Network-SM- subscription television services	--	--	--	--	37,898	464	25,399
DISH Network-SM- promotions -- subscription television services and products (2) .	--	--	--	--	22,746	--	32,153
C-band programming	6,436	10,770	14,540	15,232	11,921	3,449	2,163
Loan origination and participation income	1,179	3,860	3,690	1,748	789	372	158
Total revenue.	165,088	220,941	190,983	163,890	209,731	41,026	71,462
Expenses:							
DTH products and technical services. . .	120,826	161,447	133,635	116,758	123,505	32,750	9,224
Subscriber promotion subsidies (2) . . .	--	--	--	--	35,239	--	12,777
DISH Network-SM- programming	--	--	--	--	19,079	105	19,425
C-band programming	6,225	9,378	11,670	13,520	10,510	3,178	1,763
Selling, general and administrative. . .	25,708	30,235	30,219	38,504	86,894	10,654	30,896
Amortization of subscriber acquisition costs (2).	--	--	--	--	15,991	--	28,062
Depreciation and amortization.	1,043	1,677	2,243	3,114	27,378	3,330	12,643
Total expenses	153,802	202,737	177,767	171,896	318,596	50,017	114,790
Operating income (loss).	11,286	18,204	13,216	(8,006)	(108,865)	(8,991)	(43,328)
Net income (loss).	$ 7,529	$ 12,272	$ 90	$ (12,361)	$(101,676)	$ (7,787)	$ (61,950)
OTHER DATA:							
EBITDA (3)	$ 12,329	$ 19,881	$ 15,459	$ (4,892)	$ (65,496)	$ (5,661)	$ (2,623)
Ratio of earnings to fixed charges (4) .	15.0x	18.4x	1.0x	--	--	--	--
Deficiency of earnings to fixed charges (4).	--	--	--	$(18,552)	$(156,529)	$(12,911)	$ (61,931)
DBS subscribers.					350,000	2,000	480,000
Satellite receivers sold (in units):							
Domestic	116,000	132,000	114,000	131,000	518,000	45,000	173,000
International.	85,000	203,000	289,000	331,000	239,000	76,000	53,000
Total	201,000	335,000	403,000	462,000	757,000	121,000	226,000

	AS OF DECEMBER 31,					AS OF . . MARCH 31, 1997	
	1992	1993	1994	1995	1996	ACTUAL	AS ADJUSTED (5)
BALANCE SHEET DATA:						(UNAUDITED)	
Cash, cash equivalents and marketable investment securities (6).	$22,031	$27,232	$233,975	$ 14,159	$ 57,245	$ 33,517	$ 175,017
Total assets	88,529	106,476	472,492	559,295	1,085,543	1,084,639	1,459,639
Long-term obligations (less current portion):							
Old Notes (7).	--	--	--	--	--	--	375,000
1994 Notes	--	--	334,206	382,218	437,127	451,907	451,907
1996 Notes	--	--	--	--	386,165	398,399	398,399
Notes payable to stockholder	2,274	14,725	--	--	--	--	--
Other long-term obligations.	4,876	4,702	5,393	33,444	63,428	60,298	60,298

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(1) Certain of the Issuer's subsidiaries operated under Subchapter S of the Code and comparable provisions of applicable state income tax laws until December 31, 1993. The net income for 1992 and 1993 presented above is net of pro forma taxes of $3,304 and $7,846, respectively, determined as if the Issuer had been subject to corporate Federal and state income taxes for these years. See Note 7 of Notes to the Issuer's Consolidated Financial Statements.

(2) For accounting and financial reporting purposes, the excess of EchoStar's aggregate costs over related transaction proceeds associated with the 1996 Promotion are expensed upon shipment of the equipment and reflected in the Company's consolidated statements of operations as subscriber promotion subsidies. Remaining transaction costs (excluding programming) are capitalized as subscriber acquisition costs and amortized over the initial prepaid subscription period. Programming costs are accrued and expensed as the service is provided. Excluding expected incremental revenues from premium and pay-per-view programming, the accounting treatment described above results in revenue recognition over the initial period of service equal to the sum of programming costs and amortization of subscriber acquisition costs. The excess of transaction costs over related proceeds associated with the 1997 Promotion (which commenced June 1, 1997) will be recognized as subscriber promotion subsidies in the Company's statements of operations. EBITDA in future periods will be negatively affected to the extent that a larger portion of future subscriber additions result from the 1997 Promotion rather than from the 1996 Promotion. This adverse EBITDA impact will result from the immediate recognition of all transaction costs at activation under the 1997 Promotion.

(3) EBITDA represents earnings before interest (net), taxes, depreciation and amortization (including amortization of subscriber acquisition costs of $16.0 million for the year ended December 31, 1996 and $28.1 million for the three months ended March 31, 1997). EBITDA is commonly used in the telecommunications industry to analyze companies on the basis of operating performance, leverage and liquidity. EBITDA is not intended to represent cash flows for the period, nor has it been presented as an alternative to operating income as an indicator of operating performance and should not be considered in isolation or as a substitute for measures of performance determined in accordance with generally accepted accounting principles. See the Issuer's Consolidated Financial Statements contained elsewhere in this Prospectus.

(4) For purposes of computing the ratio of earnings to fixed charges and the deficit of earnings to fixed charges, earnings consist of earnings from continuing operations before income taxes, plus fixed charges. Fixed charges consist of interest incurred on all indebtedness and the computed interest component of rental expense under non-cancelable operating leases. For the years ended December 31, 1995 and 1996 and the three months ended March 31, 1996 and 1997, earnings were insufficient to cover the fixed charges.

(5) Gives effect to the Old Notes Offering and the application of the net proceeds thereof.

(6) Excludes amounts in escrow and other restricted cash of approximately $51.5 million as of March 31, 1997. The March 31, 1997, as adjusted data also excludes $112.0 million placed in the Satellite Escrow Account and approximately $109.0 million placed in the Interest Escrow Account.

(7) The Notes are guaranteed on a subordinated basis by EchoStar. As described above, the predecessor consolidated financial statements of EchoStar and the Issuer through 1994 are the same. Summary consolidated financial data for EchoStar and its subsidiaries for 1995, 1996 and the three months ended March 31, 1996 and 1997 are presented below:

	YEARS ENDED DECEMBER 31,		THREE MONTHS ENDED MARCH 31,	
	1995	1996	1996	1997
	(IN THOUSANDS)		(UNAUDITED)	
STATEMENT OF OPERATIONS DATA:				
Revenue	$ 163,890	$ 211,411	$ 41,467	$ 72,023
Operating income (loss)	(8,027)	(109,345)	(8,629)	(44,596)
Net income (loss)	(11,486)	(100,986)	(7,221)	(62,866)
OTHER DATA:				
EBITDA	(4,913)	(65,931)	(5,299)	(3,821)

	AS OF MARCH 31, 1997	
	ACTUAL	AS ADJUSTED
	(UNAUDITED)	
BALANCE SHEET DATA:		
Cash, cash equivalents and marketable investment securities	$ 33,980	$ 175,480
Total assets	1,155,990	1,530,990
Old Notes	--	375,000
Total long-term obligations (excluding current portion)	898,604	1,273,604
Total stockholders' equity	10,476	10,476

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

ALL STATEMENTS CONTAINED HEREIN, AS WELL AS STATEMENTS MADE IN PRESS RELEASES AND ORAL STATEMENTS THAT MAY BE MADE BY ECHOSTAR OR BY OFFICERS, DIRECTORS OR EMPLOYEES OF ECHOSTAR ACTING ON ITS BEHALF, THAT ARE NOT STATEMENTS OF HISTORICAL FACT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT COULD CAUSE THE ACTUAL RESULTS OF THE COMPANY TO BE MATERIALLY DIFFERENT FROM HISTORICAL RESULTS OR FROM ANY FUTURE RESULTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. AMONG THE FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY ARE THE FOLLOWING: THE UNAVAILABILITY OF SUFFICIENT CAPITAL ON SATISFACTORY TERMS TO FINANCE THE COMPANY'S BUSINESS PLAN; INCREASED COMPETITION FROM CABLE, DBS, OTHER SATELLITE SYSTEM OPERATORS AND OTHER PROVIDERS OF SUBSCRIPTION TELEVISION SERVICES; THE INTRODUCTION OF NEW TECHNOLOGIES AND COMPETITORS INTO THE SUBSCRIPTION TELEVISION BUSINESS; INCREASED SUBSCRIBER ACQUISITION COSTS AND SUBSCRIBER PROMOTION SUBSIDIES; THE INABILITY OF THE COMPANY TO OBTAIN ADDITIONAL NECESSARY SHAREHOLDER AND BONDHOLDER APPROVAL OF ANY STRATEGIC TRANSACTIONS; THE INABILITY OF THE COMPANY TO OBTAIN AND HOLD NECESSARY AUTHORIZATIONS FROM THE FCC; THE OUTCOME OF ANY LITIGATION IN WHICH THE COMPANY MAY BE INVOLVED; GENERAL BUSINESS AND ECONOMIC CONDITIONS; AND OTHER RISK FACTORS DESCRIBED FROM TIME TO TIME IN THE COMPANY'S REPORTS FILED WITH THE SEC. IN ADDITION TO STATEMENTS THAT EXPLICITLY DESCRIBE SUCH RISKS AND UNCERTAINTIES, READERS ARE URGED TO CONSIDER STATEMENTS THAT INCLUDE THE TERMS "BELIEVES," "BELIEF," "EXPECTS," "PLANS," "ANTICIPATES," "INTENDS" OR THE LIKE TO BE UNCERTAIN AND FORWARD-LOOKING. ALL CAUTIONARY STATEMENTS MADE HEREIN SHOULD BE READ AS BEING APPLICABLE TO ALL FORWARD-LOOKING STATEMENTS WHEREVER THEY APPEAR. IN THIS CONNECTION, INVESTORS SHOULD CONSIDER THE RISKS DESCRIBED HEREIN.

THE FOLLOWING DISCUSSION AND ANALYSIS RELATES TO THE CONSOLIDATED RESULTS OF OPERATIONS OF THE ISSUER AND ITS PREDECESSORS, ESBC AND DISH, and THE CONSOLIDATED FINANCIAL CONDITION OF ECHOSTAR. THIS DISCUSSION SHOULD BE READ IN CONJUNCTION WITH THE CONSOLIDATED FINANCIAL STATEMENTS AND THE NOTES THERETO OF THE ISSUER AND ECHOSTAR INCLUDED ELSEWHERE IN THIS PROSPECTUS. PRIOR TO CONSUMMATION OF THE OFFERING OF THE OLD NOTES, ECHOSTAR EFFECTED THE CONTRIBUTION.

OVERVIEW

EchoStar currently operates four related businesses: (i) operation of the DISH Network-SM- and the EchoStar DBS System; (ii) design, manufacture, marketing, installation and distribution of various DTH products worldwide (including EchoStar Receiver Systems and C-band systems); (iii) domestic distribution of DTH programming services; and (iv) consumer financing of EchoStar's domestic products and programming services. During March 1996, EchoStar began broadcasting and selling programming packages available from the DISH Network-SM-. EchoStar expects to derive its future revenue principally from periodic subscription fees for DISH Network-SM- programming and, to a lesser extent, from the sale of DBS equipment. The growth of DBS service and equipment sales has had, and will continue to have, a material negative impact on EchoStar's domestic sales of C-band DTH products. However, during the year ended December 31, 1996, such negative impact was more than offset by sales of EchoStar Receiver Systems. EchoStar expects the decline in its sales of domestic C-band DTH products to continue at an accelerated rate.

The accompanying results of operations discussion reflects the historical results of the Issuer and its predecessor entities. As substantially all of EchoStar's operations are performed by the Issuer and its subsidiaries, the results of operations of EchoStar do not differ materially from those of the Issuer. For the year ended December 31, 1996 and the three months ended March 31, 1997, total consolidated revenues of EchoStar were $211.4 million and $72.0 million, respectively, as compared to $209.7 million and $71.5 million, respectively, for the Issuer. EchoStar's loss from operations totaled $109.3 million for the year ended December 31, 1996, compared to $108.9 million for the Issuer. For the three months ended March 31, 1997, EchoStar's and the Issuer's losses from operations were $44.6 million and $43.3 million, respectively. EchoStar's and the Issuer's net losses for the year ended December 31, 1996 and the three months ended March 31, 1997 were $101.0 million and $101.7 million and $62.9 million and $62.0 million, respectively. The differences described above result from assets and operations of EchoStar's subsidiaries that are not subsidiaries of the Issuer. Such operations principally consist of the assets and operations of DNCC, Direct Broadcasting Satellite Corporation ("DBSC") and EchoStar Space Corporation. DBSC holds EchoStar III and certain FCC authorizations, and EchoStar Space Corporation holds the launch contracts for EchoStar III and EchoStar IV. The accompanying discussion under "--Liquidity and Capital Resources" is presented for EchoStar.

ECHOSTAR MARKETING PROMOTIONS. Since August 1996, EchoStar has introduced several marketing promotions, the most significant of which is the 1996 Promotion, which allows independent retailers to offer a standard EchoStar Receiver System to consumers for a suggested retail price of $199 (as compared to the original average retail price in March 1996 of approximately

$499), conditioned upon the consumer's prepaid one-year subscription to the DISH Network's-SM- America's Top 50 CD programming package for approximately $300. Total transaction proceeds to EchoStar are less than its aggregate costs (equipment, programming and other) for the initial prepaid subscription period for DISH Network-SM- service.

NEW MARKETING PROMOTION. Beginning June 1, 1997, EchoStar implemented a new marketing program in which independent retailers offer standard EchoStar Receiver Systems to consumers for a suggested retail price of $199. Previously, consumers could purchase EchoStar Receiver Systems for approximately $199, but were also required to purchase a prepaid one-year subscription to the DISH Network's-SM- America's Top 50 CD programming package for $300. The 1997 Promotion allows consumers to subscribe to the DISH Network's-SM- various programming offerings on a month-to-month basis without an extended subscription commitment. While there can be no assurance, EchoStar believes that by reducing the "up front" cost to the consumer significantly and eliminating extended subscription commitments, the 1997 Promotion may significantly increase consumer demand for DISH NetworkSM services.

RESULTS OF OPERATIONS

QUARTER ENDED MARCH 31, 1997 COMPARED TO QUARTER ENDED MARCH 31, 1996

REVENUE. Total revenue for the three months ended March 31, 1997 was $71.5 million, an increase of $30.5 million, or 74%, as compared to total revenue for the three months ended March 31, 1996 of $41.0 million. The increase in total revenue in 1997 was primarily attributable to the introduction of the Issuer's DISH Network-SM- service during March 1996. In the future, the Issuer expects to derive its revenue principally from DISH Network-SM- subscription television services. As of March 31, 1997, the Issuer had approximately 480,000 DISH Network-SM- subscribers. Monthly subscriber turnover rates have averaged less than 1% through March 31, 1997. Future subscriber turnover rates may increase as the number of monthly DISH Network-SM- subscribers increases due to the expiration of annual subscriptions and other factors.

The increase in total revenue for the three months ended March 31, 1997 was partially offset by a decrease in international and domestic sales of C-band satellite receivers and equipment. The domestic and international markets for C-band DTH products continued to decline during 1997; this decline is expected to continue for the foreseeable future and had been expected by the Issuer as described below. Consistent with the increases in total revenue during the three months ended March 31, 1997, the Issuer experienced a corresponding increase in trade accounts receivable at March 31, 1997. The Issuer expects this trend to continue as the number of DISH Network-SM- subscribers increases, and as the Issuer develops additional channels of distribution for DISH Network-SM-equipment.

Revenue from domestic sales of DTH products and technical services decreased $19.3 million, or 81%, to $4.7 million during the three months ended March 31, 1997 as compared to the three months ended March 31, 1996. Domestically, the Issuer sold approximately 173,000 satellite receivers in the three months ended March 31, 1997, as compared to approximately 45,000 receivers sold in the comparable period in 1996. Of the total number of satellite receivers sold during the three months ended March 31, 1997, approximately 171,000 were EchoStar Receiver Systems. Although there was a significant increase in the number of satellite receivers sold in the first quarter of 1997 as compared to same period in 1996, overall revenue from domestic sales of DTH products decreased as a result of the revenue recognition policy applied to DBS satellite receivers sold under the Issuer's promotions, combined with decreasing sales of, and lower prices charged for, C-band products. Included in the number of DTH satellite receivers sold in the first quarter of 1996 are sales of a competitor's DBS receiver manufactured and supplied by a third-party manufacturer. Such sales, which ceased during the second quarter of 1996 coincident with the launch of DISH Network-SM- service, totaled approximately 18,000 units during the three months ended March 31, 1996. Revenues generated from the sale of competitor DBS receivers aggregated approximately $7.7 million during the three months ended March 31, 1996. No revenue has been or will be generated from the sale of competitor DBS receivers in 1997.

Revenue from international sales of DTH products for the three months ended March 31, 1997 was $6.9 million, a decrease of $5.8 million, or 46%, as compared to the same period in 1996. This decrease was directly attributable to a decrease in the number of analog satellite receivers sold, combined with decreased prices on products sold. Internationally, the Issuer sold approximately 53,000 analog satellite receivers in the three months ended March 31, 1997, a decrease of 30%, compared to approximately 76,000 units sold in the comparable period in 1996. Overall, the Issuer's international markets for analog DTH products continued to decline in the first quarter of 1997 as consumer anticipation of new international digital services continued to increase. This international decline in demand for analog satellite receivers, which was expected by the Issuer, is similar to the decline which has occurred in the U.S. To offset the anticipated decline in demand for analog satellite receivers, the Issuer has negotiated with two international digital service providers to distribute the Issuer's proprietary receivers in international markets.

While the Issuer is actively pursuing other international opportunities, no assurance can be given that such negotiations will be successful.

C-band programming revenue totaled $2.2 million for the three months ended March 31, 1997, a decrease of $1.3 million, or 37%, compared to the three months ended March 31, 1996. This decrease was primarily attributable to the industry-wide decline in demand for domestic C-band programming services. C-band programming revenue is expected to continue to decrease for the foreseeable future.

Loan origination and participation income was $158,000 for the three months ended March 31, 1997, a decrease of $214,000 compared to the same period in 1996. The decrease in loan origination and participation income during the first quarter of 1997 was primarily due to the commencement of operations of DNCC in 1996. DNCC provides financing for consumer loans and leases, which in prior years was performed by Echo Acceptance Corporation ("EAC"), an indirect subsidiary of the Issuer. DNCC is a subsidiary of EchoStar, not of the Issuer. The introduction of the DISH Network-SM- has increased the number of consumer loans and leases funded, but since DNCC is the responsible entity, this increase is not reflected in the Issuer's statements of operations. Historically, EchoStar has maintained agreements with third-party financing sources to make consumer credit available to EchoStar customers. These financing plans provide consumers the opportunity to lease or finance their EchoStar Receiver Systems, including installation costs and certain DISH Network-SM- programming packages, on competitive terms. Consumer financing provided by third parties is generally non-recourse to EchoStar. The third-party finance company that provides the program utilized by EchoStar has notified EchoStar that it does not intend to renew the agreement, which expires during 1997. EchoStar is currently negotiating similar agreements with other third-party finance companies. There can be no assurance that EchoStar will be successful in these negotiations, or if successful, that any such new agreements will commence prior to the termination of the existing agreement. In the event that EchoStar is unsuccessful in executing a new agreement with a third-party financing source during 1997, DISH Network-SM- subscriber growth may be adversely affected.

DTH AND DISH NETWORK-SM- EXPENSES. DTH and DISH Network-SM- expenses (excluding amortization of subscriber acquisition costs) for the three months ended March 31, 1997 aggregated $43.2 million, an increase of $7.2 million, or 20% compared to the same period in 1996. This increase is directly attributable to the introduction of DISH Network-SM- service in March 1996, partially offset by decreases in other DTH expenses. DTH products and technical services expense decreased $23.5 million, or 72%, to $9.2 million during the three months ended March 31, 1997 as a result of the 1996 Promotion. These expenses include the costs of C-band systems and the costs of EchoStar Receiver Systems and related components sold prior to commencement of EchoStar's promotions. Subscriber promotion subsidies aggregated $12.8 million for the three months ended March 31, 1997 and represent net expenses associated with the Issuer's various promotions. DISH Network-SM- programming expenses totaled $19.4 million for the three months ended March 31, 1997. The Issuer expects that DISH Network-SM-programming expenses will increase in future periods in proportion to increases in the number of DISH Network-SM- subscribers. Such expenses, relative to related revenues, will vary based on the services subscribed to by DISH Network-SM-customers, the number and types of pay-per-view events purchased by subscribers, and the extent to which the Issuer is able to realize volume discounts from programming providers.

C-band programming expenses totaled $1.8 million for the three months ended March 31, 1997, a decrease of $1.4 million, or 45%, as compared to the same period in 1996. This decrease is consistent with the decrease in C-band programming revenue. As previously described, domestic demand for C-band DTH products has continued to decrease as a result of the introduction and widespread consumer acceptance of DBS products and services.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES. Selling, general and administrative ("SG&A") expenses totaled $30.9 million for the three months ended March 31, 1997, an increase of $20.2 million as compared to the same period in 1996. SG&A expenses as a percentage of total revenue increased to 43% for the three months ended March 31, 1997 as compared to 26% for the same period in 1996. The increase in SG&A expenses was principally attributable to: (i) increased personnel expenses as a result of introduction of DISH Network-SM-service in March 1996; (ii) marketing and advertising expenses associated with the launch and ongoing operation of the DISH Network-SM- ; and (iii) increased expenses associated with operation of DISH Network-SM-call centers and subscriber management related services. In future periods, the Issuer expects that SG&A expenses as a percentage of total revenue will decrease as subscribers are added.

EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION AND AMORTIZATION. EBITDA (including amortization of subscriber acquisition costs of $28.1 million) for the three months ended March 31, 1997 was a negative $2.6 million, an improvement of $3.0 million, compared to the same period in 1996. The improvement in EBITDA principally reflects the commencement of DISH Network-SM-service during March 1996, as compared to a full quarter of DISH Network-SM-operations for the first quarter

of 1997.

DEPRECIATION AND AMORTIZATION. Depreciation and amortization expense for the three months ended March 31, 1997, including the amortization of subscriber acquisition costs, aggregated $40.7 million, an increase of $37.4 million, as compared to the same period in 1996. The increase in depreciation and amortization expenses resulted primarily from depreciation expenses associated with EchoStar I and EchoStar II (placed in service during the first quarter of 1996 and the fourth quarter of 1996, respectively), and amortization of subscriber acquisition costs.

OTHER INCOME AND EXPENSE. Other expense, net totaled $18.6 million for the three months ended March 31, 1997, an increase of $14.7 million, as compared to the same period in 1996. The increase in other expense in the first quarter of 1997 resulted primarily from an increase in interest expense associated with the issuance of the 1996 Notes.

INCOME TAX BENEFIT. The decrease in the income tax benefit of $5.1 million (from $5.1 million for the three months ended March 31, 1996 to an income tax provision of $19,000 for the three months ended March 31, 1997) principally resulted from the Issuer's decision to fully reserve the first quarter addition to its net deferred tax asset. The Issuer's net deferred tax assets (approximately $67.0 million at March 31, 1997) relate to temporary differences for amortization of original issue discounts on the 1994 and 1996 Notes, net operating loss carryforwards, and various accrued expenses which are not deductible until paid. If future operating results differ materially and adversely from the Issuer's current expectations, its judgment regarding the magnitude of its allowance may change.

YEAR ENDED DECEMBER 31, 1996 COMPARED TO YEAR ENDED DECEMBER 31, 1995

REVENUE. Total revenue for 1996 was $209.7 million, an increase of $45.8 million, or 28%, as compared to total revenue for 1995 of $163.9 million. The increase in total revenue in 1996 was primarily attributable to the introduction of EchoStar's DISH Network-SM- service during March 1996. In the future, the Issuer expects to derive its revenue principally from DISH Network-SM-subscription television services. As of December 31, 1996, the Issuer had approximately 350,000 DISH Network-SM- subscribers.

The increase in total revenue in 1996 was partially offset by a decrease in international and domestic sales of C-band satellite receivers and equipment. The domestic and international markets for C-band DTH products continued to decline during 1996. Consistent with the increases in total revenue during 1996, EchoStar experienced a corresponding increase in trade accounts receivable at December 31, 1996.

Revenue from domestic sales of DTH products and technical services increased $5.2 million, or 6%, to $98.9 million during 1996. Domestically, the Issuer sold approximately 518,000 satellite receivers in 1996, an increase of 295% as compared to approximately 131,000 receivers sold in 1995. Of the total number of satellite receivers sold during 1996, approximately 474,000 were EchoStar Receiver Systems. Although there was a significant increase in the number of satellite receivers sold in 1996 as compared to 1995, overall revenue did not increase proportionately as a result of the revenue recognition policy applied to DBS satellite receivers sold under the 1996 Promotion, combined with decreasing sales of, and lower prices charged for, C-band products. Included in the number of DTH satellite receivers sold are sales of a competitor's DBS receiver manufactured and supplied by a third-party manufacturer. Such sales, which ceased during the second quarter of 1996 coincident with the launch of the DISH Network-SM- service, totaled approximately 19,000 units during 1996, as compared to 67,000 units sold in 1995. Revenues generated from the sale of competitor DBS receivers aggregated $8.0 million during 1996, compared to $34.0 million in 1995. No revenue will be generated from the sale of competitor DBS receivers in 1997.

Revenue from international sales of DTH products for the year ended December 31, 1996 was $37.5 million, a decrease of $15.8 million, or 30%, as compared to 1995. This decrease was directly attributable to a decrease in the number of analog satellite receivers sold, combined with decreased prices on products sold. Internationally, EchoStar sold approximately 239,000 analog satellite receivers in 1996, a decrease of 28%, compared to approximately 331,000 units sold in 1995.

C-band programming service revenue totaled $11.9 million in 1996, a decrease of $3.3 million, or 22%, compared to 1995. This decrease was primarily attributable to the industry-wide decline in demand for domestic C-band programming services. C-band programming revenue is expected to continue to decrease for the foreseeable future.

Loan origination and participation income in 1996 was $789,000, a decrease of $959,000, or 55%, as compared to 1995. The decrease in loan origination and participation income during 1996 was primarily due to the commencement of operations of DNCC in 1996. DNCC is a subsidiary of EchoStar, not of the Issuer. The introduction of the DISH Network-SM- has increased the

number of consumer loans and leases funded, but since DNCC is the responsible entity, this increase is not reflected in ESBC's statements of operations.

DTH AND DISH NETWORK-SM- EXPENSES. DTH and DISH Network-SM- expenses in 1996 aggregated $188.3 million, an increase of $58.1 million, or 45%, as compared to 1995. This increase is directly attributable to the introduction of DISH Network-SM- service in March 1996, partially offset by decreases in other DTH expenses. DTH products and technical services expense increased $6.7 million, or 6%, to $123.5 million during 1996. These expenses include the costs of EchoStar Receiver Systems and related components sold prior to commencement of the 1996 Promotion. Subscriber promotion subsidies aggregated $35.2 million during 1996 and represent expenses associated with the 1996 Promotion. DISH Network-SM-programming expenses totaled $19.1 million for the year ended December 31, 1996.

C-band programming expenses totaled $10.5 million during the year ended December 31, 1996, a decrease of $3.0 million, or 22%, as compared to 1995. This decrease is consistent with the decrease in C-band programming revenue. Gross margins realized on C-band programming sales remained relatively constant.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES. SG&A expenses totaled $86.9 million in 1996, an increase of $48.4 million or 126%, as compared to 1995. Such expenses as a percentage of total revenue increased to 41% in 1996 as compared to 23% in 1995. The increase in SG&A expenses was principally attributable to: (i) increased personnel expenses as a result of introduction of DISH Network-SM-service in March 1996 (EchoStar's number of employees doubled during 1996 as compared to 1995); (ii) marketing and advertising expenses associated with the launch and ongoing operation of the DISH Network-SM-; (iii) increased expenses related to the Digital Broadcast Center, which commenced operations in the third quarter of 1995; and (iv) increased expenses associated with operation of DISH Network-SM- call centers and subscription management related services.

EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION AND AMORTIZATION. EBITDA (including amortization of subscriber acquisition costs of $16.0 million for the year ended December 31, 1996) for 1996 was a negative $65.5 million, an increase of $60.6 million, as compared to negative $4.9 million in 1995. This increase in negative EBITDA resulted from the factors affecting revenue and expenses described above.

DEPRECIATION AND AMORTIZATION. Depreciation and amortization expense for the year ended December 31, 1996, including the amortization of subscriber acquisition costs, aggregated $43.4 million, an increase of $40.3 million, as compared to 1995. The increase in depreciation and amortization expenses resulted from depreciation expenses associated with the Digital Broadcast Center, EchoStar I and EchoStar II (placed in service during the fourth quarter of 1995, the first quarter of 1996, and the fourth quarter of 1996, respectively), and amortization of subscriber acquisition costs.

OTHER INCOME AND EXPENSE. Other expense, net totaled $47.7 million in 1996, an increase of $37.1 million, as compared to 1995. The increase in other expense in 1996 resulted primarily from an increase in interest expense associated with the issuance of the 1996 Notes. This increase in interest expense was partially offset by an increase in interest income attributable to increases in invested balances as a result of the investment of proceeds received from the issuance of the 1996 Notes. Interest capitalized relating to development of the EchoStar DBS System during 1996 was $19.8 million (compared to $25.0 million during 1995).

INCOME TAX BENEFIT. The increase in the income tax benefit of $48.7 million (from $6.2 million in 1995 to $54.9 million in 1996) principally resulted from the increase in EchoStar's loss before income taxes. EchoStar's net deferred tax assets (approximately $67.0 million at December 31, 1996) relate to temporary differences for amortization of original issue discount on the 1994 and 1996 Notes, net operating loss carryforwards, and various accrued expenses which are not deductible until paid. No valuation allowance was provided because EchoStar believed it was more likely than not that these deferred tax assets would ultimately be realized.

YEAR ENDED DECEMBER 31, 1995 COMPARED TO YEAR ENDED DECEMBER 31, 1994

REVENUE. Total revenue for 1995 was $163.9 million, a decrease of $27.1 million, or 14%, as compared to total revenue for 1994 of $191.0 million. Revenue from domestic sales of DTH products for 1995 was $93.6 million, a decrease of $25.4 million, or 21%, as compared to 1994. This decrease in domestic revenues was primarily due to an expected decline of $26.9 million, or 23%, in revenue from sales of satellite receivers and related accessories, during 1995, as compared to 1994. The decrease in domestic revenues for 1995 was partially offset by $12.5 million in sales of non-proprietary descrambler modules compared to $11.0 million in 1994. The domestic market for C-band DTH products continued to decline during 1995. EchoStar also

decreased its emphasis on relatively high cost, low margin descrambler modules beginning in the second quarter of 1994.

Domestically, EchoStar sold approximately 131,000 satellite receivers in 1995, an increase of 15% as compared to approximately 114,000 receivers sold in 1994. Although there was an increase in the number of satellite receivers sold in 1995 as compared to 1994, overall revenues declined as a result of a change in product mix resulting from the introduction of lower priced DBS receivers and related accessories, and an approximate 23% reduction in the average selling price of C-band receivers. Included in the number of satellite receivers sold are those sold for a competitor's DBS system ("Competitor DBS Receivers") manufactured and supplied by a third party manufacturer ("Competing DBS Manufacturer") which totaled approximately 67,000 for 1995, as compared to 21,000 for 1994. Competitor DBS Receiver revenues were $34.0 million for 1995, as compared to $15.0 million for 1994. Competitor DBS Receiver revenues were 21% of total revenues for 1995.

Revenue from international sales of DTH products for 1995 was $53.3 million, a decrease of approximately $500,000, or 1%, as compared to 1994. The decrease for 1995 resulted principally from reduced sales to the Middle East where EchoStar's largest international DTH customer is based. This decline was partially offset by increased sales in Africa. Revenue from sales of DTH products in the Middle East suffered beginning in August 1995 as a result of restrictions implemented against imports. Historic sales levels may not be reached because of new digital service planned for the Middle East beginning in the first quarter of 1996. Internationally, EchoStar sold approximately 331,000 satellite receivers in 1995, an increase of 15%, compared to approximately 289,000 units sold during 1994. The increase was primarily due to a continued emphasis by EchoStar on lower priced products in 1995 to meet marketplace demands. For 1995, the effects of volume increases were offset by a 17% decrease in the average selling price as compared to 1994.

In the second half of 1994 and throughout 1995, an increasing percentage of domestic DTH satellite retailers relied on attractive financing packages to generate sales. During most of 1994, certain of EchoStar's competitors offered consumer financing that retailers considered more attractive than financing offered by EchoStar. This competitive financing advantage resulted in retailers selling competing products rather than EchoStar products and was partially responsible for the decline in C-band DTH unit sales and revenue.

Commencing in 1995, EchoStar stopped receiving monthly participation payments from Household Retail Services, Inc. ("HRSI") on its loan portfolio, contributing to a decrease in loan origination and participation income from 1994. Loan origination and participation income for 1995 was $1.7 million, a decrease of $1.9 million, or 53%, compared to 1994.

EchoStar aggressively marketed its C-band DTH products by offering competitive pricing and financing in order to minimize the decline in domestic C-band DTH sales resulting from the increased popularity of "small dish" equipment. Additionally, EchoStar sold competitor DBS Receivers for reception of programming offered by other service providers. Competitor DBS Receiver sales partially offset the decline in domestic C-band sales in 1995.

Programming revenue for 1995 was $15.2 million, an increase of $692,000, or 5%, as compared to 1994. The increase was primarily due to additional sales of programming packages through retailers and, to a lesser extent, the renewal and retention of existing customers as a result of more attractive pricing and more effective marketing.

DTH EXPENSES. Costs of DTH products sold were $130.3 million for 1995, a decrease of $15.0 million, or 13%, as compared to 1994. The decrease in DTH operating expenses for 1995 resulted primarily from the decrease in sales of DTH products. DTH product expenses as a percentage of DTH product revenue were 79% for 1995, as compared to 77% for 1994. The increase was principally the result of declining sales prices of C-band DTH products as described above, during 1995 as compared to 1994.

C-band programming expenses were $13.5 million for 1995, an increase of $1.9 million, or 16%, as compared to 1994. Programming expenses as a percentage of programming revenue were 89% for 1995 as compared to 80% for 1994. Programming expenses increased at a greater rate than revenues from programming principally because the prior periods included the flow through of certain volume discounts.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES. SG&A expenses totaled $38.5 million for 1995, an increase of $8.3 million, or 27%, as compared to 1994. Such expenses as a percentage of total revenue increased to 23% for 1995 as compared to 16% for 1994. The change was principally the result of the reduction of revenues from domestic sales of DTH products and increased costs to support, among other things, expansion of the EchoStar DTH product installation network and administrative costs associated with development of the DISH Network-SM-. In addition, $1.1 million of compensation expense was recorded with

regard to 55,000 shares of Class A Common Stock contributed by EchoStar to EchoStar's 401(k) plan.

Research and development costs totaled $5.0 million during 1995 as compared to $5.9 million during 1994. The decrease was principally due to the reduction in research necessary to provide C- band receivers to domestic and international markets. EchoStar expenses such costs as incurred and includes such costs in selling, general and administration expenses.

EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION AND AMORTIZATION. EBITDA for 1995 was a negative $4.9 million, a decrease of $20.4 million, or 132%, as compared to 1994. The decrease resulted from the factors affecting revenue and expenses discussed above.

DEPRECIATION AND AMORTIZATION. Depreciation and amortization expenses totaled $3.1 million during 1995, an increase of $871,000, or 39%, as compared to 1994. The overall increase primarily resulted from depreciation on assets placed in service during the third and fourth quarters of 1995.

OTHER INCOME AND EXPENSE. Other expense for 1995 was $10.5 million, a decrease of $2.2 million, or 17%, as compared to 1994. The difference in other income and expense for 1995 compared to 1994 resulted primarily from the amortization of original issue discount and deferred debt issuance costs of $23.5 million in 1995, and $20.7 million in 1994, net of capitalized interest, on the 1994 Notes, which were issued on June 7, 1994. Other expense was reduced by investment income on monies deposited in an escrow account of $8.8 million for 1995, and $6.5 million for 1994. Interest capitalized relating to development of the EchoStar DBS System for 1995 totaled $25.0 million as compared to $5.7 million for 1994.

BENEFIT FROM/PROVISION FOR INCOME TAXES. An income tax benefit of $6.2 million was recognized during 1995 as compared to the income tax provision for 1994 of $399,000. This change was principally the result of changes in components of income and expenses discussed above during 1995 and 1994, respectively. EchoStar's deferred tax assets (approximately $13.9 million at December 31, 1995) relate principally to temporary differences for amortization of original issue discount on the 1994 Notes and various accrued expenses which are not deductible until paid. No valuation allowance was provided because EchoStar believed it was more likely than not that these assets would be realized.

LIQUIDITY AND CAPITAL RESOURCES

EchoStar's working capital and capital expenditure requirements were substantial during the three-year period ended December 31, 1996. Those expenditures principally resulted from the construction of EchoStar's DBS system during 1994, 1995 and 1996, and the commercial launch of DISH Network-SM- service in March 1996. Capital expenditures, including expenditures for satellite systems under construction, totaled $119.3 million, $133.6 million and $221.9 million during the years ended December 31, 1994, 1995 and 1996, respectively, and $16.0 million and $42.6 million during the three-month periods ended March 31, 1996 and 1997, respectively. Additionally, during 1996, EchoStar expended $55.4 million for DBS authorizations obtained from the FCC, principally relating to the Company's acquisition of 24 DBS frequencies at the 148DEG. WL orbital slot. Those frequencies were acquired at the FCC's January 1996 auction of certain DBS frequencies.

During 1994, 1995 and 1996 and the three months ended March 31, 1997, EchoStar's capital expenditure and working capital requirements principally were funded from proceeds of the 1994 Notes offering, the 1995 initial public offering of EchoStar's Class A Common Stock (the "IPO"), and the 1996 Notes offering. In June 1994, EchoStar issued 624,000 units consisting of $624.0 million principal amount at stated maturity of the 1994 Notes and 3,744,000 Warrants (representing 2,808,000 shares of EchoStar Class A Common Stock) for aggregate net proceeds to the Company of approximately $323.3 million. In June 1995, EchoStar completed the IPO of 4.0 million shares of its Class A Common Stock, resulting in net proceeds to EchoStar of approximately $62.9 million. In March 1996, ESBC consummated the 1996 Notes offering. In connection therewith, ESBC issued $580.0 million principal amount at stated maturity of 1996 Notes, resulting in aggregate net proceeds to the Company of approximately $337.0 million. As of March 31, 1997, substantially all of the Warrants issued in connection with the 1994 Notes Offering had been exercised.

During the years ended December 31, 1995 and 1996, net cash flows used in operations totaled $20.3 million and $27.4 million, respectively. Net cash flows used in operations totaled $5.3 million for the three months ended March 31, 1997, compared to $7.8 million provided by operations for the three months ended March 31, 1996. EchoStar anticipates that its capital expenditure and working capital requirements, including subscriber acquisition costs, will increase substantially throughout 1997 as it aggressively builds its DISH Network-SM-subscriber base. Such working capital requirements could vary if any of the following, among other factors, occur: (i) subscriptions to DISH Network-SM-programming differ from anticipated

levels; (ii) actual expenses differ from present estimates; or (iii) the investment in subscriber acquisition costs increases from planned levels. EchoStar had anticipated meeting its 1997 capital requirements with $200.0 million of interim financing which was to be provided by News pursuant to the News Agreement (the "News Funding"). EchoStar no longer expects to receive the News Funding in the near term. Accordingly, EchoStar has extended certain payables while evaluating its capital requirements and related alternatives.

EFFECTS OF CAMPAIGNS TO ACQUIRE SUBSCRIBERS

The 1997 Promotion will significantly increase EchoStar's working capital requirements. Transaction proceeds associated with the 1997 Promotion, which commenced in June, vary dependent on the type of EchoStar Receiver System and the number of additional outlet receivers purchased, and are expected to approximate $225 to $275 per new subscriber. Transaction costs, consisting of costs of goods sold and activation fees and bonuses paid to dealers and distributors, are expected to range from $425 to $500 per new subscriber. Thus, each subscriber initially added pursuant to the 1997 Promotion will result in a net use of cash of approximately $200 to $275. Comparatively, the 1996 Promotion, which will continue to be available to consumers, results in approximately breakeven net cash flows at the time of subscriber activation. EchoStar expects that transaction costs associated with both the 1996 and 1997 Promotions will decrease during the remainder of 1997 as additional cost reductions for EchoStar Receiver Systems are realized, thereby reducing the net cash outflow from the Company per new subscriber.

The excess of transaction costs over related proceeds will be recognized as subscriber promotion subsidies in the Company's statements of operations. EBITDA will be negatively affected to the extent that a larger portion of future subscriber additions result from the 1997 Promotion rather than from the 1996 Promotion. This adverse EBITDA impact will result from the immediate recognition of all transaction costs at activation under the 1997 Promotion. Comparatively, a portion of 1996 Promotion transaction costs are deferred and amortized over the initial prepaid subscription period.

During March 1997, DNCC began offering an internally-financed consumer lease plan to prospective DISH Network-SM- customers. This plan provides for a four-year lease term at competitive rates to qualified consumers. EchoStar will assume all credit risk related to the lease program. Initially, EchoStar plans to implement DNCC's consumer lease program on a limited basis. Additional capital will be required for EchoStar to implement the program on a larger scale. There can be no assurance additional capital will be available for the lease program on terms acceptable to EchoStar, or at all.

FUTURE CAPITAL REQUIREMENTS

In addition to the working capital requirements discussed above, during the remainder of 1997 EchoStar expects to expend: (i) approximately $99.7 million in connection with the launch, insurance and deployment of EchoStar III and EchoStar IV; (ii) approximately $34.0 million related to the construction of EchoStar III and EchoStar IV; and (iii) approximately $12.9 million for non-contingent debt service payments relating to the construction and launch of EchoStar I, EchoStar II and EchoStar III, which are deferred until the satellite is in orbit (the full amount of such non-contingent debt service payments being referred to as the "Deferred Payments"). Expected capital expenditures may increase in the event of delays, cost overruns, increased costs associated with certain potential change orders under the Company's satellite or launch contracts, or a change in launch providers.

In addition, EchoStar has agreements with various manufacturers for the purchase of DBS satellite receivers and related components manufactured to EchoStar's specifications. These DBS satellite receivers and components are necessary to receive DISH Network-SM- programming. As of March 31, 1997, EchoStar's commitments relative to such agreements totaled approximately $133.0 million, and the total of all outstanding purchase order commitments with domestic and foreign suppliers approximated $136.2 million. All purchases related to these commitments are expected to be made during 1997. EchoStar expects that its 1997 purchases of DBS satellite receivers and related components will significantly exceed its existing contractual commitments.

EchoStar's 1997 working capital, capital expenditure and debt service requirements are expected to be funded from existing cash and marketable investment securities balances, balances held in the 1996 Notes Escrow, cash generated from operations, and proceeds resulting from the issuance of the Old Notes. Further increases in subscriber acquisition costs, inadequate supplies of DBS receivers, or significant launch delays or failures would significantly and adversely affect EchoStar's operating results and financial condition.

Beyond 1997, EchoStar will expend approximately $88.6 million to repay the Deferred Payments of EchoStar I, EchoStar

II, EchoStar III and EchoStar IV. Additionally, EchoStar has committed to expend in 1998 approximately $69.7 million to construct, launch and support EchoStar IV. EchoStar's contracts with Lockheed Martin for the construction of EchoStar III and EchoStar IV provide for the payment by EchoStar of substantial penalties in the event of termination of such contracts. To meet the aforementioned requirements and to fully execute its business plan, EchoStar may require additional capital. The Company anticipates that its future capital requirements will be met from the proceeds of the Old Notes Offering, additional debt or equity financings, and from cash generated by operations. As previously described (see "Risk Factors--Possible Nasdaq Delisting of EchoStar Common Stock"), in the event that EchoStar's Class A Common Stock is delisted by the NASD from the Nasdaq National Market, it may be more difficult to raise additional equity financing. There can be no assurance that additional debt, equity or other financing will be available on terms acceptable to EchoStar, or at all.

As of March 31, 1997, EchoStar had approximately $910.4 million of outstanding long-term debt (including the 1994 Notes, the 1996 Notes, Deferred Payments on EchoStar I and EchoStar II, and mortgage notes payable). Interest on the 1994 Notes and the 1996 Notes accretes, but currently is not payable in cash. Semi-annual cash interest payments of approximately $40.2 million on the 1994 Notes commence December 1, 1999. The 1994 Notes Indenture requires principal reductions of $156.0 million on each of June 1, 2002 and 2003. These principal reductions will result in decreases in semi-annual cash interest payments to $30.1 million and $20.1 million, effective December 1, 2002 and December 1, 2003, respectively. Semi-annual cash interest payments of $38.1 million on the 1996 Notes commence on September 15, 2000. Gross Deferred Payments totaled $64.0 million for EchoStar I and EchoStar II. As of March 31, 1997, approximately $54.6 million of such Deferred Payments was outstanding. The Deferred Payments bear interest at 8.25% and are payable in equal monthly installments over five years following launch of the respective satellites. Deferred Payments of $15.0 million will be used for each of EchoStar III and EchoStar IV. The terms of such Deferred Payments for EchoStar III and EchoStar IV will be similar to the terms associated with EchoStar I and EchoStar II.

AVAILABILITY OF OPERATING CASH FLOW TO ECHOSTAR

Since all of the Issuer's, ESBC's and Dish's operations are conducted through subsidiaries, the cash flow of the Issuer, ESBC and Dish and their ability to service debt, including the 1994 Notes, the 1996 Notes and the Notes, are dependent upon the earnings of such subsidiaries and the payment of funds by such subsidiaries to Dish, by the payment of funds by Dish to ESBC and by the payment of funds by ESBC to the Issuer in the form of loans, dividends or other payments. ESBC, Dish and its subsidiaries have no current obligations, contingent or otherwise, to pay any amounts due pursuant to the Notes or to make any funds available therefor, whether by dividends, loans or other payments, other than the possible guarantee of the Notes by each of Dish and ESBC, which will become effective when and if permitted by the applicable indenture to which such entities are subject. The cash flow generated by subsidiaries of Dish will only be available if and to the extent that Dish is able to make such cash available to ESBC in the form of dividends, loans or other payments. The indentures related to the 1994 Notes and the 1996 Notes impose various restrictions on the transfer of funds among EchoStar and its subsidiaries. The 1994 Notes Indenture contains restrictive covenants that, among other things, impose limitations on Dish and its subsidiaries with respect to their ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) sell assets; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to Dish's subsidiaries; (vi) merge, consolidate or sell assets; and (vii) enter into transactions with affiliates. In addition, Dish, may pay dividends on its equity securities only if (1) no default exists under the 1994 Notes Indenture; and (2) after giving effect to such dividends, Dish's ratio of total indebtedness to cash flow (calculated in accordance with the 1994 Notes Indenture) would not exceed 4.0 to 1.0. Moreover, the aggregate amount of such dividends generally may not exceed the sum of 50% of Dish's consolidated net income (less 100% of consolidated net losses) from April 1, 1994, plus 100% of the aggregate net proceeds to Dish from the sale and issuance of certain equity interests of Dish (including common stock).

The 1996 Notes Indenture contains restrictive covenants that, among other things, impose limitations on ESBC with respect to its ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) sell assets; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to ESBC's subsidiaries; (vi) merge, consolidate or sell assets; (vii) incur subordinated or junior debt; and (viii) enter into transactions with affiliates. The 1996 Notes Indenture permits ESBC to pay dividends and make other distributions to the Issuer without restrictions.

For a description of the restrictive covenants contained in the Notes, see "Description of Exchange Notes."

If cash generated from operation of the DISH Network-SM- is not sufficient to meet the debt service requirements of the Notes, the 1994 Notes and the 1996 Notes, EchoStar would be required to obtain cash from other financing sources. There can be no assurance that such financing would be available on terms acceptable to EchoStar, or if available, that the proceeds of such

financing would be sufficient to meet debt service requirements associated with the Notes, the 1994 Notes and the 1996 Notes. See "Description of Certain Indebtedness--1994 Notes" and "--1996 Notes" for other restrictions associated with the 1994 Notes and the 1996 Notes.

EFFECTS OF RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In March 1997, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 128, "Earnings Per Share" ("SFAS No. 128"), which supersedes Accounting Principles Board Opinion No. 15, "Earnings Per Share" ("APB No. 15"). SFAS No. 128 simplifies the requirements for reporting earnings per share ("EPS") by requiring companies only to report "basic" and "diluted" EPS. SFAS No. 128 is effective for both interim and annual periods ending after December 15, 1997 but requires retroactive restatement upon adoption. EchoStar will adopt SFAS No. 128 in the fourth quarter of 1997. EchoStar does not believe such adoption will have a material effect on either its previously reported or future EPS.

In March 1997, the FASB issued Statement of Financial Accounting Standards No. 129, "Disclosure of Information about Capital Structure" ("SFAS No. 129"), which continues the existing requirements of APB No. 15 but expands the number of companies subject to portions of its requirements. Specifically, SFAS No. 129 requires that entities previously exempt from the requirements of APB No. 15 disclose the pertinent rights and privileges of all securities other than ordinary common stock. SFAS No. 129 is effective for periods ending after December 15, 1997. EchoStar was not exempt from APB No. 15; accordingly, the adoption of SFAS No. 129 will not have any effect on EchoStar.

INFLATION

Inflation has not materially affected EchoStar's operations during the past three years. EchoStar believes that its ability to increase charges for its products and services in future periods will depend primarily on competitive pressures. EchoStar does not have any material backlog of its products.

GENERAL

EchoStar is a leading provider of DBS programming services in the United States. The Company commenced its DISH Network-SM- in March 1996, after the successful launch of EchoStar I in December 1995. The Company launched EchoStar II in September 1996. Since December 31, 1996, EchoStar has increased its DISH Network-SM- subscriber base approximately 56% from 350,000 to approximately 590,000 subscribers at June 30, 1997. During 1997, EchoStar believes that it has captured approximately 28% of all new DBS satellite subscribers in the U.S. Average monthly revenue during 1997 has been approximately $38 per subscriber.

The introduction of DBS receivers is widely regarded as the most successful introduction of a consumer electronics product in U.S. history, surpassing the rollout of color televisions, VCRs and compact disc players. As of June 30, 1997, approximately 5.3 million U.S. households subscribed to DBS and other digital DTH satellite service. Industry sources project that the market could grow to as many as 19 million subscribers by the year 2002.

EchoStar believes that there is significant unsatisfied demand for high-quality, reasonably-priced television programming. Of the approximately 96 million television households in the U.S., it is estimated that more than 60 million subscribers pay an average of $34 per month for multichannel programming services. EchoStar's primary target market for the DISH Network-SM- includes cable subscribers in urban and suburban areas who are dissatisfied with the quality or price of their cable programming, or who want niche programming services not available from most cable operators. Other target markets for the DISH Network-SM-include the approximately 7 million households not passed by cable television systems and the approximately 21 million households currently passed by cable television systems with relatively limited channel capacity.

EchoStar has rights to more U.S. licensed DBS frequencies than any of its competitors, and currently controls 90 frequencies, including 21 frequencies at an orbital slot capable of providing nationwide DBS service. The Company currently provides approximately 120 channels of digital television programming and over 30 channels of CD quality audio programming to the entire continental U.S. DISH Network-SM- subscribers can choose from a variety of programming packages that EchoStar believes have a better price-to-value relationship than packages currently offered by most pay television providers.

DISH Network-SM- programming is available to any subscriber who purchases or leases an EchoStar Receiver System. EchoStar Receiver Systems are fully compatible with MPEG-2, the world digital standard for computers and consumer electronics products, and provide image and sound quality superior to current analog cable or wireless cable service. EchoStar Receiver Systems are designed and engineered by the Company's wholly-owned subsidiary, HTS. Satellite receivers designed by HTS have won numerous awards from dealers, retailers and industry trade publications.

The Company's primary objective is to become the leading provider of subscription television services in the U.S. To achieve this objective, the Company will seek to:

EXPAND PROGRAMMING OFFERINGS. The Company expects to launch EchoStar III and EchoStar IV in September 1997 and in the first quarter of 1998, respectively. EchoStar III, which is expected to serve the eastern half of the U.S. from 61.5DEG. WL and EchoStar IV, which is expected to serve the western half of the U.S. from 148DEG. WL, should enable EchoStar to retransmit local broadcast signals in 20 of the largest U.S. television markets (assuming receipt of all required retransmission consents and copyright licenses) and to provide subscribers with additional sports, foreign language, cultural, business, educational and other niche programming. EchoStar III and EchoStar IV will also enable EchoStar to offer subscribers HDTV and popular Internet and other computer data at high transmission speeds. By expanding its programming services EchoStar believes it may be able to differentiate itself from other providers of subscription television services, which may not be able to cost-effectively, or do not have the capacity to, offer similar services. In addition, the Company has been conditionally granted FSS orbital locations at 121DEG. WL and 83DEG. WL in the Ku-band and at 121DEG. WL and 83DEG. WL in the Ka-band, and has applications for two extended Ku-band satellites pending at the FCC. Certain regulatory challenges remain pending against these FSS licenses and applications.

CONTINUE TO EXPAND DISTRIBUTION CHANNELS. The Company continues to strengthen its sales and distribution channels, which include consumer retail outlets, consumer electronics retailers and direct sales representatives. For example, the Company recently announced an agreement with JVC, under which JVC will purchase EchoStar Receiver Systems for distribution through existing JVC channels using the JVC and DISH Network-SM- brand names. All consumers who purchase JVC branded satellite

receiver systems will subscribe to DISH Network-SM- programming.

PROVIDE ATTRACTIVELY PRICED PROGRAMMING AND SYSTEMS. EchoStar's entry level America's Top 40 programming package is priced at $19.99 per month, as compared to, on average, over $30 per month for comparable cable service. Consumers can add six premium movie channels for an additional $10 per month, the same amount cable subscribers typically pay for one movie channel. On June 1, 1997, the Company announced a new marketing program, offering subscribers a standard EchoStar Receiver System for $199 (as compared to an average retail price in March 1996 of $499), without requiring an extended subscription commitment or significant up front programming payments.

EMPHASIZE ONE-STOP SHOPPING. The Company believes that providing outstanding service, convenience and value are essential to developing long-term customer relationships. The Company offers consumers a "one-stop shopping" service which includes programming, installation, maintenance, reliable customer service and satellite reception equipment. To enhance the Company's responsiveness to its customers, the Company has established a single telephone number (1-800-333-DISH), which customers can call 24 hours a day, seven days a week, to order EchoStar Receiver Systems, activate programming services, schedule installation and obtain technical support. The Company believes it is the only DBS provider to offer a comprehensive single-point customer service function.

DBS INDUSTRY OVERVIEW

DBS, as used in this Prospectus, describes a high power satellite broadcast service in the Ku frequency band that, by international agreement, contemplates unique wide orbital spacing among satellites, permitting higher powered transmissions that can be received on an 18-inch satellite dish. Other DTH services include FSS, which describes low power (C-band) and medium power (Ku-band) satellite services. Small dish size generally increases consumer acceptance and provides a substantial competitive advantage over other DTH services.

Although the concept of DBS was introduced in 1982, it did not become commercially viable until the last several years because available satellite technology did not allow for the power required to transmit to small dishes and digital compression technology had not been adequately developed. Today, DBS provides the most cost efficient national point to multi-point transport of video, audio and data services.

DBS satellites operate in geosynchronous orbit above the equator, from orbital positions or "slots." Orbital slots are designated by their longitude and comprise both a physical location and an assignment of broadcast spectrum in the applicable frequency band, divided into 32 frequency channels, each with a useable bandwidth of 24 MHz. With digital compression technology, each frequency channel can be converted on average into six or more digital channels of programming. The ITU has allotted to the U.S. eight DBS orbital slots, each with 32 frequency channels, for use by U.S. licensed DBS providers. The FCC has indicated its belief that only the 101DEG. WL, 110DEG. WL and 119DEG. WL slots provide full-CONUS coverage and, therefore, these three slots are considered the most strategic. With respect to a fourth orbital position, 61.5DEG. WL, coverage of a vast majority of the continental U.S. is commercially possible.

The FCC has issued or, EchoStar believes, may issue licenses or construction permits for DBS orbital locations as follows:

	FREQUENCY ASSIGNMENTS FOR U.S. DBS ORBITAL SLOTS								
	TOTAL FREQUENCIES	61.5DEG.	101DEG.	110DEG.	119DEG.	148DEG.	157DEG.	166DEG.	175DEG.
ECHOSTAR (1)	90	11		1	21	24		1	32
DirecTv.	54		27				27		
MCI/News Corp. (2)	28			28					
Continental (3).	22	11						11	
Tempo (2).	22				11			11	
Dominion	16	8						8	
USSB	16		5	3		8			
Unassigned	8	2					5	1	
Totals	256	32	32	32	32	32	32	32	32

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(1) Includes 10 frequencies at 175DEG. WL and one frequency at 166DEG. WL that EchoStar may be assigned if the FCC finds that EchoStar has a firm satellite construction contract. There can be no assurance in this regard. EchoStar has not yet developed a business plan for the 175DEG. WL orbital slot, which has limited utility for service to the continental U.S.

(2) Does not take into account the recently announced proposed combination of the MCI/News Corp and the Tempo licenses under TCI Satellite Entertainment, Inc. See "Risk Factors--Competition."

(3) On May 14, 1997, the FCC granted its consent to the transfer of Continental's permit (the "Permit") for 11 frequencies at each of 61.5DEG. WL and 166DEG. WL to R/L DBS Company L.L.C. (a subsidiary of Loral) ("R/L") subject to certain conditions.

The operator of a digital satellite television service typically enters into agreements with programmers, who deliver their programming content to the digital satellite service operator via commercial satellite, fiber optics or microwave transmissions. The digital satellite service operator generally monitors such signals for quality, and may add promotional messages, public service programming or other system-specific content. The signals are then digitized, compressed, encrypted and combined with other programming sharing a given transponder and other necessary data streams (such as conditional access information). Each transponder's signal is then uplinked, or transmitted, to the transponder owned or leased by the service operator on the service's satellite, which receives and transmits the signal to consumers.

In order to receive the programming, a subscriber requires: (i) a dish, a low noise block converter and related equipment; (ii) an integrated receiver/decoder ("IRD," sometimes referred to herein as the "satellite receiver" or "set-top box"), which receives the data stream from each broadcasting transponder, separates it into separate digital programming signals, decrypts and decompresses those signals that the subscriber is authorized to receive and converts such digital signals into analog radio frequency signals; and (iii) a television set, to view and listen to the programming contained in such analog signals. A subscriber's IRD is generally connected to the digital satellite service operator's authorization center by telephone to report the purchase of premium and pay-per-view channels.

The Cable Act and the FCC's rules, subject to certain exceptions, require programmers affiliated with cable companies to offer programming to all multi-channel video programming distributors on non-discriminatory terms and conditions. The Cable Act and the FCC rules also prohibit certain exclusive programming contracts. EchoStar anticipates purchasing a substantial percentage of its programming from cable-affiliated programmers. Certain of the restrictions on cable-affiliated programmers will expire in 2002 unless extended by the FCC. As a result, any expiration of, amendment to, or interpretation of, the Cable Act or the FCC's rules that permits the cable industry or programmers to discriminate in the sale of programming against competing businesses, such as that of EchoStar, could adversely affect EchoStar's ability to acquire programming or to acquire programming on a cost-effective basis. Additionally, although not required by law, in EchoStar's experience substantially all unaffiliated programmers have made their programming available on fair and reasonable terms. Pay-per-view programming has also generally been made available to DBS providers on substantially the same terms and conditions as are available to cable operators. See "Risk Factors--Risks of Adverse Effects of Government Regulation."

MARKET FOR DIGITAL SATELLITE SERVICES

DBS SERVICES. Digital satellite television has been one of the fastest selling consumer electronics products in U.S. history. As of June 30, 1997, approximately 5.3 million U.S. households subscribed to DBS and other digital DTH satellite services. This installed base represents a greater than 100% increase from the approximately 2.2 million DBS subscribers as of the end of 1995 and more than ten times the approximately 500,000 DBS subscribers as of the end of 1994. The Company believes that the market for digital satellite products and services is growing and that there is significant unsatisfied demand for high quality, reasonably priced television programming. Of the approximately 96 million television households in the U.S., it is estimated that more than 60 million subscribers pay an average of $34 per month for multichannel programming services. The Company believes, therefore, that the potential market in the U.S. for video, audio and data programming services consists of: (i) existing cable subscribers who desire a greater variety of programming, improved video and audio quality, better customer service and fewer transmission interruptions; (ii) the approximately 7 million households not passed by cable and the approximately 21 million households currently underserved by cable; (iii) the approximately 8 million households headed by persons of foreign nationality living in the U.S. who demand international, cultural and niche programming typically not provided by cable television; (iv) the U.S. households which are seeking an alternative provider of high-speed Internet and other data services; (v) the mobile, commercial and institutional markets; (vi) businesses; and (vii) the approximately 2.2 million C-band subscribers

who may desire to migrate to digital services. The large base of potential subscribers enhances the Company's opportunity to significantly increase its DISH Network-SM- subscriber base.

HOUSEHOLDS PASSED BY CABLE. EchoStar has specifically targeted the approximately 85 million households that are passed by cable television. Management believes that over 60% of the Company's DISH Network-SM- subscriber base consists of households that are passed by cable. Although programming offerings of cable systems in major metropolitan areas are significant, most cable systems have a typical analog capacity of 30 to 80 channels. In order to expand their service offering to one comparable to that offered by the DISH Network-SM-, the Company believes that cable systems would have to upgrade their analog networks to fiber-based digital service. Fiber upgrade implementation is in progress in a few cable systems in select metropolitan markets, with a resultant increase of channel capacity anticipated to be available in five to ten years. Due to the substantial capital investment required for widescale deployment of fiber-based services, several cable companies have delayed originally-announced deployment schedules. The Company believes that the cost of such upgrades, when undertaken, will ultimately be passed on to the consumer, which may further enhance the attractiveness of the service offerings of the DISH Network-SM- to the consumer. The Company believes that consumers will continue to demand the improved audio and video quality, and expanded programming offerings, that are currently available with DBS technology, but not available from over-the-air VHF and UHF broadcasters or from cable. The Company believes that the quality and variety of its DISH Network-SM- service offerings relative to even the most advanced cable television systems makes it an attractive alternative to traditional cable.

HOUSEHOLDS UNSERVED OR UNDERSERVED BY CABLE. The Company is also targeting the approximately 7 million households which are not passed by cable and the approximately 21 million households that are in areas served by cable systems with fewer than 40 channels. Even the largest cable systems with sufficient channel capacity (generally 54 or more channels) and good quality cable plant will require costly upgrades to add bandwidth or incur significant maintenance costs in order to offer digital programming services. The Company believes however, that based on current compression technology, the number of channels that a cable system would have to remove from its existing service offerings in order to use them for digital services may, in the case of cable systems with limited channel capacity, result in the value of their analog programming offering being degraded and their subscribers alienated. Accordingly, pending the availability of advanced digital compression technology now under development, such smaller cable systems will be required to incur substantial costs to upgrade their plant and distribution systems to expand their channel capacity before they can introduce digital services. Due to the limited number of subscribers across which any plant upgrades would be spread, the smaller cable systems may find that the cost of such upgrades cannot be justified economically. The Company believes areas served by cable systems which have not been fully upgraded currently provide a prime market for digital satellite services.

INTERNATIONAL, CULTURAL AND NICHE MARKETS. The Company believes that there are approximately 8 million households headed by persons of foreign nationality living in the U.S, encompassing approximately 23 million foreign-born persons living in the U.S. who demand international, cultural and other niche programming typically not provided by cable television, and who represent a prime market for its DISH Network-SM- service offerings. Generally, it is not cost effective for traditional broadcast television or cable companies to provide targeted programming to these households due to the relatively low number of such niche customers in any particular local market. These customers, along with other customers interested in receiving international and other cultural programming, are an important target market for the Company. The Company's incremental cost to provide multicultural and niche programming is relatively insignificant given the ability of digital DBS service to utilize a national delivery system for all programming offerings. The Company believes that, by directly marketing international programming to these potential customers, it will also sell more of its most popular programming.

HIGH-SPEED INTERNET AND OTHER DATA SERVICES. The Company currently intends to make space available on EchoStar III to begin test-marketing its high-speed Internet and other related data services. The Company believes that there is significant unsatisfied demand for alternative providers of such services and believes that if it can provide a comparable product at a reasonable price, many of its current DISH Network-SM- subscribers would also subscribe to the Company's Internet and data services, thus leading to an increase in the average recurring revenue per subscriber. Further, the Company believes that by offering Internet and other high-speed data services, it may be able to attract additional subscribers to the DISH Network-SM- who would otherwise not have subscribed.

MOBILE, COMMERCIAL AND INSTITUTIONAL MARKETS. Other target markets for DBS services include mobile, commercial and institutional markets. Historically, many owners of recreational vehicles own C-band satellite dishes. Management believes that the lower equipment prices and the smaller dish size will attract many more recreational vehicle owners to DBS service. The Company also believes that digital satellite services are well suited for hotels, motels, bars, multiple-dwelling units ("MDUs"),

schools and other organizations within the commercial markets. In addition to the wide variety of entertainment, sports, news and other general programming desired by such commercial organizations, the Company expects that some commercial organizations will in the future provide a market for educational, foreign language, and other niche video and audio programming.

BUSINESS COMMUNICATION NETWORKS. The Company has had success in providing its programming services to business and commercial subscribers, such as multi-level marketing organizations and legal, medical and real estate professionals. A number of large corporations are using the Company's DBS business communication services, and over 1,000 EchoStar Receiver Systems are in use for these services. The Company is in advanced discussions with numerous business and trade organizations regarding its business communications services and intends to continue the aggressive marketing of its services to business users.

C-BAND SUBSCRIBERS. The Company believes that the lower equipment prices combined with the higher-quality digital video and audio output provided by DBS and the smaller dish size will attract many more current C-band subscribers to DBS. The Company believes that its historical presence in the C-band satellite industry has enhanced its ability to persuade current C-band subscribers to migrate to DISH Network-SM- service.

ECHOSTAR'S EXPERIENCE IN THE DBS MARKET

The Company commenced commercial operations of the DISH Network-SM- in March 1996 and since that time has experienced rapid subscriber growth. As of June 30, 1997, the Company had approximately 590,000 subscribers to its DISH Network-SM-programming services. During 1997, the Company believes that it has captured approximately 28% of all new DBS subscribers in the U.S. The Company also has had a significant amount of success in marketing its services to its primary target market--existing cable television subscribers. Management believes that more than 60% of current DISH Network-SM-subscribers have come from homes that are passed by cable. The DISH Network-SM- has been marketed to consumers as an alternative to traditional cable services and the Company has had much success in differentiating itself from cable providers based on its superior quality video and audio programming relative to cable, combined with a better price-to-value relationship of its programming offerings. For example, the Company's America's Top 50 CD programming package is priced at $26.99 per month. Comparatively, on a national average, a similar package of cable programming costs the consumer approximately $42 per month. Additionally, according to industry estimates, more than 75% of subscribers are satisfied with the DBS picture quality. Further, approximately 94% of those same consumers said they would recommend satellite television to their friends. This high-level of consumer satisfaction has been evident in the Company's low level of subscriber turnover, which has averaged less than 1% per month. EchoStar's first year of operations in the DBS industry also resulted in higher average revenue per subscriber than initial expectations. This is due largely in part to the popularity of the Company's multichannel premium service offerings, which have proven to be very popular among subscribers.

DBS AND RELATED SERVICES

PROGRAMMING. EchoStar now provides approximately 120 channels of digital television programming and over 30 channels of CD-quality audio programming to the entire continental United States. EchoStar's America's Top 40 package is priced at $19.99 per month and America's Top 50 CD is priced at $26.99 per month. Multichannel premium services are also available for separate purchase, at prices currently ranging from $10 to $25 per month, depending upon the number of services purchased. EchoStar's DISH Network-SM- service currently offers ten channels of pay-per-view programming. EchoStar's future plans include, among other things, increasing the number of pay-per-view channels offered to subscribers.

EchoStar's primary programming packages include:

AMERICA'S TOP 40		AMERICA'S TOP 50 CD	PREMIUM SERVICES (1)
A&E	Home & Garden Television	All of America's Top 40 PLUS:	Multichannel Cinemax (3)
Cartoon Network	Home Shopping Network	Animal Planet	FLIX
CNBC	The Learning Channel	BET	Multichannel HBO (6)
CNN	Lifetime	CNN-fn	The Movie Channel (2)
Court TV	MTV	CNN International	Multichannel Showtime (3)
Comedy Central	NET--Political NewsTalk Network	Game Show Network	Sundance Channel
C-SPAN	Nickelodeon	KTLA-Los Angeles	
C-SPAN 2	Nick at Nite Classic TV	MTV2	
Country Music Television	QVC	Turner Classic Movies	
The Discovery Channel	The Sci-Fi Channel	WGN-Chicago	
Disney (2)	The Travel Channel	WPIX-New York	
E!	TBS	WSBK--Boston	
ESPN	TBN	One Regional Sports Network	
ESPN 2	TNN		
ESPNews	TNT		
EWTN	TV Land		
The Family Channel	USA		
Food Network	VH-1		
Headline News	The Weather Channel		
The History Channel			

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(1) Premium Services are available on an a-la-carte basis. Numbers in parentheses represent the number of channels available through each Premium Service.

EchoStar intends to offer programming telecast by local affiliates of national television networks to certain population centers within the continental U.S. via DBS satellite. In order to retransmit this programming to any DISH Network-SM- subscriber in a particular local market, EchoStar must obtain the retransmission consent of the local affiliate, and is subject to the restrictions of the SHVA as described below. There can be no assurance that the Company will obtain retransmission consents of any local affiliate. The inability to transmit such programming into the local markets from which the programming is generated could have an adverse effect on the Company.

The SHVA establishes a "compulsory" copyright license that allows a DBS operator, for a statutorily-established fee, to retransmit local network programming to subscribers for private home viewing so long as that retransmission is limited to those persons in "unserved households." An "unserved household" is one that cannot receive a sufficient over-the-air network signal through the use of a conventional outdoor rooftop antenna and has not, within the 90 days prior to subscribing to the DBS service, subscribed to a cable service that provides that network signal. While management believes the SHVA could be read to allow the Company to retransmit this programming to certain local markets via DBS satellite, management also believes that the "compulsory" copyright license under the SHVA may not be sufficient to permit the Company to implement its strategy to retransmit such programming in the most efficient and comprehensive manner. EchoStar intends to prepare, lobby for, and see enacted national legislation amending the SHVA that would clarify or extend the application of the "compulsory" copyright license to satellite operators transmitting local affiliate programming into local markets. There can be no assurance that EchoStar will be successful in having such copyright legislation enacted, or that, in the absence of such legislation, it would be successful in any litigation with copyright owners regarding this issue.

DBS SALES AND MARKETING

EchoStar primarily utilizes its existing nationwide network of over 4,000 independent distribution and retail stores and outlets to market and distribute DISH Network-SM- systems and programming services to its target markets. EchoStar intends to enhance consumer awareness of its product relative to other providers of DTH services by forming alliances with nationally recognized distributors of other consumer electronics products. As discussed previously, in May 1997 EchoStar entered into a strategic alliance with JVC, pursuant to which JVC will distribute DISH Network-SM- satellite receiver systems under a private label through its JVC national retail network. EchoStar believes that strategic alliances with consumer electronics companies such as JVC will enable EchoStar to expand its presence in national consumer electronics chains, thereby increasing consumer awareness of the DISH Network-SM- brand name and increasing its subscriber growth rate and market share. EchoStar also has expanded its marketing efforts into direct sales. To enhance the Company's responsiveness to its customers, the Company has established a single telephone number (1-800-333-DISH) which customers can call 24 hours a day, seven days a week to order EchoStar Receiver Systems, activate programming services, schedule installation and obtain technical support. The Company believes it is the only DBS provider to offer a comprehensive single-point customer service function. EchoStar also is expanding into other less-traditional means of distribution such as alliances with electric and other utilities, multi-level marketing firms and other non-consumer electronic retail businesses. Based on its knowledge of these distribution channels from its marketing of C-band DTH products and services domestically over the last 15 years and its marketing of DBS products in Europe and the U.S., EchoStar believes it will be able to optimize the marketing of its DBS products and services to distinguish itself from other DBS suppliers.

EchoStar's marketing strategy includes national and regional broadcast and print advertising, promoting the benefits of the DISH Network-SM-. EchoStar has comprehensive dealer guides describing all aspects of the DISH Network-SM- and its integrated product lines (programming, hardware, financing and installation). These dealer guides are provided to distributors during nationwide educational seminars. EchoStar expects to continue to offer a high level of retail support and to provide comprehensive point of sale literature, product displays, demonstration kiosks and signage for retail outlets. EchoStar also provides a promotional channel as well as a programming subscription for in-store viewing. EchoStar's mobile sales and marketing team visits retail outlets on a regular basis to reinforce training and ensure point-of-sale needs are quickly fulfilled. A DISH Network-SM- merchandise catalogue is also available for distributors to add to their promotional materials. Additionally, one channel of programming on the DISH Network-SM- provides information about additional services and promotions offered by the DISH Network-SM-. That channel is geared towards educating retailers, satellite dealers and current and potential subscribers.

EchoStar offers a commission program that it believes is competitive with that offered by other DBS operators. The program pays qualified distributors and retailers a percentage of programming revenues generated by subscribers to whom they sell DISH Network-SM- systems. Commissions are earned by distributors and retailers over an extended period.

EchoStar's marketing programs and pricing strategies, such as the 1996 Promotion and the 1997 Promotion, have significantly increased the affordability of EchoStar Receiver Systems for consumers. The primary purposes of the 1996 Promotion and the 1997 Promotion are to rapidly build a subscriber base, to expand retail distribution of EchoStar's products, and to build consumer awareness of the DISH Network-SM- brand. These promotions are consistent with, and emphasize, EchoStar's long-term business strategy which focuses on generating the majority of its future revenue through the sale of DISH Network-SM-programming to a large subscriber base. The 1996 and 1997 Promotions have resulted in, and will continue to result in, EchoStar incurring significant costs to acquire subscribers. EchoStar believes such costs will be fully recouped from future programming revenues expected to be generated from customers obtained as a result of these promotions. DISH Network-SM- reception equipment cannot be utilized with competitors' systems. Consequently, subscribers cannot seamlessly migrate to alternative DBS providers. Further, based on high DBS industry consumer satisfaction ratings, initial feedback from consumers and dealers, and low DISH Network-SM- subscriber turnover rates (to date less than 1.0% per month), EchoStar anticipates high service renewal rates leading to an expected average minimum subscriber life of at least three years. Furthermore, a majority of DISH Network-SM- subscribers have purchased premium and pay-per-view programming for incremental amounts above the prepaid minimum subscription required by the 1996 Promotion. Such incremental revenues reduce the length of time necessary to recoup the average cost of acquiring new subscribers.

EchoStar's present marketing strategy is based on current competitive conditions, which may change; any such changes could be adverse to EchoStar. Future changes in marketing strategy may include additional promotions, including promotions geared toward further increasing the affordability to consumers of EchoStar Receiver Systems and related accessories which, among other things, could increase EchoStar's cost of acquiring new subscribers.

ECHOSTAR RECEIVER SYSTEMS

DISH Network-SM- programming is available to consumers in the continental U.S. who purchase or lease an EchoStar Receiver System. A typical EchoStar Receiver System includes an 18-inch satellite dish, an EchoStar digital satellite receiver (which processes and descrambles signals for television viewing), a user-friendly remote control, and related components. EchoStar Receiver Systems are available in a variety of models. Subscribers can receive local broadcast signals, either through a standard television antenna (a traditional rooftop or set-top antenna) or by subscribing to basic cable. The standard EchoStar Receiver System incorporates infrared remote control technology, an on-screen program guide and the ability to switch between DISH Network-SM- and local programming signals using the remote control. In addition to the on-screen program guide and local programming access features of the basic model, the mid-level model features UHF remote control technology (which allows the subscriber to control their EchoStar Receiver System from up to 150 feet away through walls), and a high-speed data port. EchoStar's premium receiver system includes UHF remote control technology, a high-speed data port, enhanced on-screen program guide capabilities (including local program information and seamless integration of local and satellite channels), and on-screen caller identification capability.

The EchoStar DBS System integrates digital video and audio compression. Authorization information for subscription programming is stored on microchips placed on a credit card-sized access, or smart card. The smart card, which can easily be updated or replaced periodically at low cost, provides a simple and effective method to adjust a subscriber's level of programming services. If the receiver's smart card is authorized for a particular channel, the data is decrypted and passed on for video and audio decompression.

While EchoStar Receiver Systems are internally designed and engineered, EchoStar does not manufacture EchoStar Receiver Systems directly. Rather, EchoStar has contracted for the manufacture of EchoStar Receiver Systems with a high-volume contract electronics manufacturer. SCI is currently manufacturing MPEG-2 DBS receivers in quantities which EchoStar believes will be adequate to meet its expected demand for 1997. As previously described, EchoStar also is negotiating with several brand-name consumer electronics manufacturers to produce receivers for use with the DISH Network-SM-. No assurances can be provided regarding the ultimate success of such negotiations.

FINANCING

Historically, EchoStar has maintained agreements with third-party finance companies to make consumer credit available to its customers. These financing plans provide consumers the opportunity to lease or finance their EchoStar Receiver Systems, including installation costs and certain DISH Network-SM-programming packages, on competitive terms. The third-party finance company that provides the program currently utilized by EchoStar has notified EchoStar that it does not intend to renew the agreement, which expires during 1997. During March 1997, DNCC began offering an internally-financed consumer lease plan to prospective DISH Network-SM-customers. This plan provides for a four-year lease term at competitive rates to qualified consumers. Additional capital will be required for EchoStar to implement the program on a larger scale. There can be no assurance additional capital will be available for the lease program on terms acceptable to EchoStar, or at all.

INSTALLATION

Currently, a majority of EchoStar Receiver System installations are performed either by third-parties or are self-installed by consumers. A subsidiary of EchoStar also offers installation services. EchoStar anticipates that demand for its installation services may increase as demand for its DISH Network-SM- service grows.

OTHER COMPONENTS OF DBS SERVICE

SUBSCRIBER MANAGEMENT. EchoStar outsources its subscriber management, billing and remittance services for DISH Network-SM- subscribers. Under the terms of the outsourcing agreement, EchoStar is provided with access to a subscriber management system maintained by the service provider. The provider facilitates the authorization of programming to the subscriber and coordinates billing and renewal functions.

CUSTOMER CARE CALL CENTER. EchoStar currently maintains call centers in Thornton, Colorado and Harrisburg, Pennsylvania. Potential and existing subscribers can call a single phone number to receive assistance for hardware, programming, installation or service. The call center in Thornton, Colorado is owned by the Company. The Pennsylvania facility is operated by a third party.

DIGITAL BROADCAST CENTER. The first step in the delivery of satellite programming to the customer is the uplink of that programming to the satellite. Uplink is the process by which signals are received from either the programming originator or distributor and transmitted to a satellite. EchoStar's Digital Broadcast Center is located in Cheyenne, Wyoming. The Digital Broadcast Center contains fiber optic lines and downlink antennas to receive programming and other data at the center, as well as a number of large uplink antennas and other equipment necessary to modulate and demodulate the programming and data signals. The compression and encryption of the programming signals is also performed at EchoStar's Digital Broadcast Center.

CONDITIONAL ACCESS SYSTEM. EchoStar has contracted with Nagra Plus, SA for the provision of access control systems, including smart cards used with each EchoStar Receiver System. The smart cards contain the authorization codes necessary to receive DISH Network-SM- programming. The access control system is central to the security network that prevents unauthorized viewing of programming. Access control systems of other DBS providers have been commercially pirated. To date, the Company is unaware of any compromises of its access control system. While there can be no assurance that breaches of EchoStar's access control system will not occur in the future, the Company believes its access control system will adequately prevent commercially viable unauthorized access to programming. Further, the smart cards have been designed with the flexibility to completely change the access control system in the event of a security breach. In the event that such systems or products fail to operate as intended, EchoStar's business would be adversely affected if the vendor could not rapidly implement corrective measures.

COMPRESSION SYSTEM. EchoStar has entered into an agreement with a third party to provide the necessary equipment to digitize, compress and encrypt the analog signals transmitted by programmers to EchoStar's digital broadcast center. Digitized signals are then multiplexed and modulated into an MPEG-2 transport stream for transmission to EchoStar's satellites. Once a customer has ordered programming from EchoStar, an authorization code is transmitted to the customer's satellite receiver, allowing the customer to receive the programming within minutes after placing the order.

TRACKING, TELEMETRY AND CONTROL OF SATELLITES AFTER LAUNCH. Once a satellite is placed at its orbital location, ground stations control it until the end of its in-orbit lifetime. EchoStar has contracted for TT&C services with respect to EchoStar I, EchoStar II and EchoStar III, including orbital analysis and oversight of the construction phase-related to the satellite. The agreement limits the liability of the contractor in the event it negligently performs its services under the agreement or otherwise terminates the agreement prior to the expiration of its term. It is expected that such risks will be covered by in-orbit insurance; however, no assurances can be given that such insurance can continue to be obtained on commercially reasonable terms. While TT&C services have not yet been procured for EchoStar IV, EchoStar believes that these services can be timely obtained from a number of providers.

The FCC has granted EchoStar conditional authority to use C-band frequencies for TT&C for EchoStar I, stating that the required coordination process with Canada and Mexico had been completed. In January 1996, however, the FCC received a communication from an official of the Ministry of Communications and Transportation of Mexico stating that EchoStar I's TT&C operations could cause unacceptable interference to Mexican satellites. Although the Company believes it is unlikely, there can be no assurance that such objections will not subsequently require EchoStar to relinquish use of such C-band frequencies for TT&C purposes. This could result in the inability to control EchoStar I, and a total loss of the satellite. Further, the FCC has granted EchoStar conditional authority to use "extended" C-band frequencies for TT&C function for EchoStar II, but only until January 1, 1999, at which time the FCC will review the suitability of those frequencies for TT&C operations. There can be no assurance that the FCC will extend the authorization to use these C-band frequencies for TT&C purposes beyond that date. Such failure to extend the authorization could result in the inability to control EchoStar II and a total loss of the satellite.

DBS AND OTHER PERMITS

EchoStar's subsidiaries have been assigned 21 DBS frequencies at 119DEG. WL, a U.S. licensed orbital slot that provides full-CONUS coverage. Of these frequencies, 11 are held by ESC and ten are held by DirectSat. Eleven of the 16 transponders on EchoStar I and ten of the 16 transponders on EchoStar II are being utilized to operate those frequencies.

In addition to its frequencies at 119DEG. WL, DirectSat has been assigned 11 frequencies at 175DEG. WL and one frequency at 110DEG. WL. DBSC holds a conditional satellite construction permit and specific orbital slot assignments for 11 DBS frequencies at each of 61.5DEG. WL and 175DEG. WL. ESC has a permit for 11 unassigned western frequencies. While a firm business plan has not yet been finalized, DirectSat's, DBSC's and ESC's frequencies at 175DEG. WL could be used to provide a high power DBS service to

the western continental U.S., Hawaii and Alaska. These frequencies also could provide a satellite programming link between the U.S. and the Pacific Rim, if FCC and ITU coordination can be arranged and authorizations in the receiving countries obtained.

The FCC has granted Dominion a conditional construction permit and related rights to eight frequencies at 61.5DEG. WL, the same orbital location where EchoStar III will be located. Dominion and certain EchoStar subsidiaries are parties to the Dominion Agreement pursuant to which Dominion, subject to appropriate FCC approvals, has the right to use eight transponders on EchoStar III to exploit the Dominion frequencies. Additionally, the Dominion Agreement provides that until EchoStar III is operational, Dominion can use an entire transponder on an EchoStar satellite located at 119DEG. WL by paying EchoStar $1 million per month. From December 1996 through April 1997, in consideration of the use of such transponder for a period of five months, Dominion issued five $1 million promissory notes to EchoStar, each due May 10, 1997. When Dominion did not repay these notes, EchoStar exercised its right under the Dominion Agreement, subject to obtaining any necessary FCC approvals, to use and program, for the expected life of the satellite, six of the eight transponders on EchoStar III that Dominion has the right to use and that would operate on frequency channels assigned to Dominion. Dominion has pending FCC applications to modify its permit to rely on the Dominion Agreement to satisfy its due diligence and to extend its permit. These applications have not yet been approved. The Dominion Agreement may also require further FCC approval. Assuming the necessary FCC approvals are obtained and any further required approvals (including any required transfer of control approvals) are obtained, EchoStar would have the right to use a total of up to 17 transponders on EchoStar III. However, Echostar's ability to use a total of up to 17 transponders depends on obtaining all necessary FCC approvals, and there can be no assurance that these approvals will be obtained.

ESC's, DirectSat's, DBSC's and Echostar DBS Corporation's permits are subject to continuing due diligence requirements imposed by the FCC. See "--Government Regulation--FCC Permits and Licenses" and "Government Regulation--DBS Rules." Each company's applications to extend their DBS permits have been conditionally approved by the FCC and are subject to further FCC and appellate review (or, in the case of ESC's western assignments, are still pending), but there can be no assurance that the FCC will determine in the future that ESC, DirectSat or DBSC have complied with the due diligence requirements. Failure to comply with due diligence requirements could result in the revocation of EchoStar's DBS permits.

During January 1996, the FCC held an auction for 24 frequencies at the 148DEG. WL orbital slot. EchoStar acquired a DBS construction permit for the use of the 24 frequencies at the 148DEG. WL orbital slot for $52.3 million. EchoStar will be required to complete construction of that satellite by December 20, 2000, and the satellite must be in operation by December 2002.

EchoStar's DBS system also requires feeder link earth stations, for which EchoStar holds authorizations from the FCC. To EchoStar's knowledge, its earth station authorizations are not subject to any pending regulatory challenges.

EchoStar has been granted a license for a two satellite FSS Ku-band system, which is conditioned on EchoStar making an additional financial showing. EchoStar has also been granted a license for a two-satellite FSS Ka-band system and has an application pending for a two-satellite extended Ku-band satellite system. EchoStar also requested a modification of its proposed Ku-band system to add C-band capabilities to one satellite. GE Americom and PrimeStar have filed petitions for reconsideration or cancellation and petitions to deny against EchoStar's Ku-band conditional license, the additional financial showing made by EchoStar, and EchoStar's C-band modification application. There can be no assurance that the FCC will consider EchoStar's additional showing to be adequate or that it will deny GE Americom's or PrimeStar's petitions. Moreover, EchoStar's Ka-band license was based on an orbital plan agreed upon by applicants in EchoStar's processing round. That plan is subject to several modification requests and a request for a stay. If the pending applications are granted, and EchoStar successfully constructs and launches Ku-band, extended Ku-band, and Ka-band satellites, those satellites might be used to complement the Company's DISH Network-SM- business, or for a variety of other uses. It is possible that the unique FSS Ku-band and Ka-band orbital locations requested by EchoStar and others could permit construction of satellites with sufficient power to allow reception of satellite signals by relatively small dishes. All of these projects are in an early stage of development, and there is no assurance that EchoStar's applications will be granted by the FCC or that, if granted, EchoStar will be able to successfully capitalize on any resulting business opportunities. All of these applications are currently being challenged by several companies with interests adverse to those of EchoStar.

An 80% owned subsidiary of EchoStar has applied for authority to construct, launch and operate a six-satellite, Little LEO system, and its application has been opposed. While primary applications for the Little LEO system are unrelated to DBS, it is possible that the system could serve as a path for wireless communication with EchoStar DBS customers, particularly for periodic polling of units for pay-per-view purchases and relatively rapid feedback on viewer pay-per-view buy rates and preferences. This project is in an early stage of development and there is no assurance that EchoStar's application will be granted

by the FCC or that, if granted, EchoStar will be able to successfully capitalize on any resulting business opportunity.

SATELLITES

EchoStar I and EchoStar II are each Lockheed Martin Series 7000 satellites equipped with 16 Ku-band transponders. Each transponder is equipped with 130 Watts of power, approximately eight times the power of typical C-band transponders. EchoStar III and EchoStar IV each will be Lockheed Martin Series 2100AX satellites equipped with 32 transponders that will operate at approximately 120 watts per channel (switchable to 16 transponders operating at over 200 watts per channel). Each transponder will be capable of transmitting multiple digital video, audio and data channels. EchoStar's satellites have a minimum design life of 12 years. The majority of the purchase price for the satellites is required to be paid in progress payments, with the remainder payable in the form of Deferred Payments. The Deferred Payments bear interest at rates ranging from 7.75% to 8.25% and are due in equal monthly installments over five years following the launch of the respective satellite. The loss, damage or destruction of any EchoStar satellite as a result of military actions or acts of war, anti-satellite devices, electrostatic storm or collision with space debris would have a material adverse effect on EchoStar.

Lockheed Martin owns each satellite (and the components thereof) it constructs for EchoStar until the launch of the satellite. Lockheed Martin also is required to pay penalties to EchoStar if it fails to deliver EchoStar III or EchoStar IV on time.

Satellites are subject to significant risks, including satellite defects, launch failure, destruction and damage that may result in incorrect orbital placement or prevent proper commercial operation. Approximately 15% of all commercial geosynchronous satellite launches have resulted in a total or constructive total loss. The failure rate varies by launch vehicle and manufacturer. A number of satellites constructed by Lockheed Martin over the past three years have experienced defects resulting in total or partial loss following launch. The type of failures experienced have varied widely. Lockheed Martin constructed EchoStar I and EchoStar II and is constructing EchoStar III and EchoStar IV. Although EchoStar has been informed by Lockheed Martin that it has made changes in its satellites to rectify the defects responsible for past failures, no assurances can be given that EchoStar I, EchoStar II, EchoStar III or EchoStar IV will perform according to specifications.

Launch delays could result from weather conditions or technical problems with any EchoStar satellite or any launch vehicle utilized by the launch providers for EchoStar III, EchoStar IV, or from other factors beyond EchoStar's control. If the launch of EchoStar III or EchoStar IV is delayed, the Company's strategy to provide additional programming to DISH Network-SM- subscribers using transponders on these satellites would be adversely affected.

SATELLITE LAUNCHES

EchoStar has entered into a contract for launch services with Lockheed Services for the launch of EchoStar III from Cape Canaveral Air Station, Florida in September 1997, subject to delay or acceleration in certain circumstances. The Lockheed Contract provides for launch of the satellite utilizing an Atlas IIAS launch vehicle. Pursuant to the Lockheed Contract, substantially all of the price is required to be paid prior to the launch.

EchoStar has the right, in its sole discretion, to terminate the Lockheed Contract at any time subject to forfeiture of certain amounts paid to Lockheed Services. In addition, EchoStar has a right to terminate the Lockheed Contract and receive a full refund for all amounts paid to Lockheed Services if total launch delays (except certain excusable delays) caused by Lockheed Services exceed 12 months. Lockheed Martin has the right to terminate the Lockheed Contract if EchoStar postpones the launch by more than 12 months.

EchoStar has contracted with LKE for the launch of EchoStar IV during the first quarter of 1998 from the Baikonur Cosmodrome in the Republic of Kazakhstan. EchoStar will launch EchoStar IV on a Proton K/Block DM four stage launch vehicle. Astra 1F, the first commercial launch on a Proton K/Block DM, was successfully launched on April 9, 1996 and Inmarsat 3 F2, the second such commercial launch was successfully launched on September 6, 1996. LKE now markets commercial Proton launches through ILS, a joint venture between LKE and Lockheed Services. ILS currently has contracts providing for the launch of at least six non-EchoStar western satellites throughout 1997.

The first commercial Proton launch in 1997 was successfully launched on May 24, carrying the Telestar 5 payload. ILS has a current commercial backlog of 18 satellites to be launched by the end of 1999 on Proton. However, two of the launches of the Proton four stage launch vehicle have failed in the last twelve months. In February 1996, a Proton Block DM failed during launch when its main engine did not start properly. Based on representations made by ILS, the Company believes that corrective

actions have been taken that should prevent a recurrence of that failure. In November 1996, the main engine of a Proton Block D-Z failed to properly start a planned second burn during the launch of the Mars 96 spacecraft. According to ILS, an analysis of the November launch failure indicates that the improper start was most likely due to faulty guidance and control system commands from the Mars 96 spacecraft. The Proton Block DM, which will carry EchoStar IV, carries its own fully integrated and system level guidance and control system, unlike the Proton Block D-2 used in the November launch. Based on representations made by ILS, the Company believes that the differences between the Proton Block D-2 and the Proton Block DM make a recurrence of the causes of the Mars 96 launch failure unlikely during the launch of EchoStar IV.

In order for EchoStar IV to be launched from Kazakhstan, the satellite contractor will need to obtain a technical data exchange license and a satellite export license from the U.S. government. There can be no assurance those licenses can be obtained in a timely manner to avoid a launch delay. Any political or social instability, such as that recently experienced in the former Soviet bloc countries could affect the cost, timing and overall advisability of utilizing LKE as a launch provider for EchoStar's satellites.

Either party may request a delay in the launch period, subject to the payment of penalties based on the length of the delay and the proximity of the request to the launch date. EchoStar has the right, in its sole discretion, to terminate the LKE Contract at any time, subject to the forfeiture of certain amounts paid to LKE. In addition, EchoStar has the right to terminate the LKE Contract and receive a full refund of all amounts paid to LKE in certain circumstances, including: (i) a launch delay caused by LKE which exceeds nine months from the last day of the original launch period; (ii) an increase in the price or change in payment or other terms necessitated by compliance with, or implementation of, a trade agreement between the U.S. and Russia; (iii) EchoStar's inability to obtain necessary export licenses; (iv) the failure of Proton launch vehicles; and (v) EchoStar's inability to procure launch insurance on commercially reasonable terms. In the event termination of the LKE Contract is caused by the failure of Proton launch vehicles, however, LKE would be entitled to retain up to $15.0 million, depending on the number and proximity of Proton failures to EchoStar's scheduled launch.

INSURANCE

Under the terms of the satellite contracts for EchoStar III and EchoStar IV, Lockheed Martin bears the risk of loss of the EchoStar satellites during the construction phase up to launch. At launch, title and risk of loss pass to EchoStar, at which time launch insurance becomes operative. EchoStar contracted for launch insurance coverage for EchoStar II in the amount of approximately $220 million and, together with the cash segregated and reserved on its balance sheet, satisfied its insurance obligations under the 1994 Notes Indenture.

The launch insurance policy for EchoStar II covered the period from launch through completion of testing and commencement of commercial operations. The policy also provides for in-orbit insurance for EchoStar II through September 9, 1997. The policy protects against losses resulting from the failure of the satellite to perform in accordance with its operational performance parameters. The 1994 Notes Indenture also requires in-orbit insurance to be kept in force for EchoStar I and EchoStar II in specified amounts. EchoStar has procured the required in-orbit insurance for EchoStar I through June 25, 1997 and expects to procure the required in-orbit insurance for EchoStar II, to commence contemporaneous with the expiration of the launch insurance policy on September 9, 1997. EchoStar has obtained commitments for in-orbit insurance for EchoStar I starting June 25, 1997 and for EchoStar II starting September 9, 1997. In-orbit insurance for EchoStar I and EchoStar II includes standard commercial satellite insurance provisions, including a material change condition, that, if successfully invoked, will give insurance carriers the ability to increase the cost of the insurance (potentially to a commercially impracticable level), require exclusions from coverage that would leave the risk uninsured or rescind their coverage commitment entirely. The in-orbit insurance policies for EchoStar I and EchoStar II also are subject to annual renewal provisions. While the Company expects it will be able to renew such policies as they expire, there can be no assurance that such renewals will be at rates or on terms favorable to the Company. If renewal is not possible, there can be no assurance that EchoStar will be able to obtain replacement insurance policies on terms favorable to EchoStar. For example, in the event EchoStar I, EchoStar II or other similar satellites experience anomalies while in orbit, the cost to renew in-orbit insurance could increase significantly or coverage exclusions for similar anomalies could be required. Further, although EchoStar has obtained binders for the in-orbit insurance required for EchoStar II (for the period after the 365 day in-orbit period covered by the launch insurance) and the launch insurances required for EchoStar III and EchoStar IV (including in-orbit insurance for 365 days after launch), there can be no assurance that EchoStar will be able to obtain or maintain insurance for EchoStar III and EchoStar IV.

The launch insurance policies for EchoStar III and EchoStar IV contain standard commercial satellite insurance provisions, including a material change condition, that would result in the cancellation of insurance or alter the effective rate, depending

upon customary exclusions, including: (i) military or similar actions; (ii) laser, directed energy, or nuclear anti-satellite devices; (iii) insurrection and similar acts; (iv) governmental confiscation; (v) nuclear reaction or radiation contamination; and (vi) willful or intentional acts of EchoStar or its contractors. The policies also contain provisions limiting insurance for incidental and consequential damages and third-party claims against EchoStar.

If the launch of any EchoStar satellite is a full or partial failure or if, following launch, any EchoStar satellite does not perform to specifications, there may be circumstances in which insurance will not fully reimburse EchoStar for any loss. In addition, insurance will not reimburse EchoStar for business interruption, loss of business and similar losses that might arise from delay in the launch of any EchoStar satellite.

The 1996 Notes Indenture requires EchoStar to obtain in-orbit insurance for EchoStar III in an amount equal to the cost to construct, launch and insure EchoStar III (in the case of in-orbit insurance with a deductible no greater than 20%). The Indenture requires the Company to obtain in-orbit insurance for EchoStar IV in an amount equal to the cost to construct, launch and insure EchoStar IV (in the case of in-orbit insurance with a deductible no greater than 20%). EchoStar has bound approximately $220 million of insurance for the launch of each of EchoStar III and EchoStar IV including in-orbit insurance until 365 days after the launch.

OTHER PRODUCTS AND RELATED SERVICES

EchoStar currently offers a broad range of products, from approximately $250 DTH systems in Europe that can receive signals from only one or two co-located satellites, to approximately $3,000 systems at retail that are capable of receiving signals from 20 or more satellites. Principal product lines include EchoStar-Registered Trademark-, HTS Premier-TM-TM and HTS Tracker-TM-TM name brands, with good, better and best options typically available for each line and each geographic reception area. EchoStar sold approximately 264,000 C-band satellite receivers worldwide in 1996. EchoStar's sales of DTH products are somewhat seasonal, with higher domestic sales normally occurring in the late summer and fall months in advance of increased consumer programming demand during the fall and winter months.

DOMESTIC. Satellite retailers have historically sold large C-band satellite receiver systems to consumers in rural areas through store fronts or small home-based businesses. The decline in the number of conventional satellite retailers in the U.S., which form the core of EchoStar's distribution system, was significant during 1995 and continued during 1996 as a result of competition from the sale of DBS systems through consumer electronic outlets. Those satellite retailers who do not market DBS systems or cannot adopt to a high-volume, low-margin market, may be particularly vulnerable. However, new satellite retailers continue to enter the market, which partially offsets the aforementioned decline in the number of satellite retailers.

INTERNATIONAL. EchoStar's international product line includes a broad range of DTH and commercial satellite equipment and accessories, including satellite receivers, integrated receiver decoders, antennas, actuators, feeds and LNBs. During 1996, the equipment was distributed, primarily with the EchoStar-Registered Trademark- brand name, through EchoStar's distribution centers. EchoStar's products are tailored to each country's standard television formats. In addition, on-screen instructions and pre-programmed channels are available in a variety of languages. EchoStar's international receivers can process C-band and Ku-band signals with both 110- and 240-volt power sources and have been designed to withstand the fluctuating power sources often found in developing countries.

EchoStar Receiver Systems are designed and engineered by HTS, the Company's wholly-owned subsidiary. HTS has entered into an agreement to sell satellite receivers to ExpressVu, Inc. ("ExpressVu") a majority-owned affiliate of BEC, Inc. (Bell Canada). The first phase of this agreement includes an initial order for 62,000 satellite receivers, and primary uplink integration payments, which combined exceed $40 million. Pursuant to this agreement, EchoStar is assisting ExpressVu with the construction of a digital broadcast center for use in conjunction with ExpressVu's planned DTH service and will act as a distributor of satellite receivers and related equipment for ExpressVu's planned DTH service in Canada. Among other things, EchoStar has agreed not to provide DTH service in Canada and ExpressVu has agreed not to provide DTH service, including DBS service, in the U.S.

On June 2, 1997, the Company announced that Telefonica has selected EchoStar to supply digital set top boxes for its upcoming satellite television service in Spain scheduled to launch in September 1997. In addition, EchoStar will license its proprietary electronic programming guide for use in connection with the digital receivers for Telefonica. 1997 revenue from Telefonica's initial order of 100,000 digital set-top boxes is expected to be approximately $40 million.

Information regarding EchoStar's operations in different geographic areas as of December 31, 1994, 1995 and 1996, and for the years then ended, is presented in Note 13 to EchoStar's consolidated financial statements.

PROGRAMMING. Since 1986, EchoStar has acquired DTH programming directly from programming providers, and packaged and distributed that programming throughout the U.S. to C-band system users through EchoStar's independent retailer network. EchoStar has non-exclusive affiliation agreements for the distribution of many of the most popular programming services available from domestic satellites, including A&E-Registered Trademark-, CNN-Registered Trademark-, The Discovery Channel-Registered Trademark-, The Disney Channel-Registered Trademark-, ESPN-Registered Trademark-, HBO-Registered Trademark-, MTV-Registered Trademark-, Showtime-Registered Trademark-, TBS-TM-, TNT-TM-, USA-Registered Trademark-, national networks, broadcast superstations, and other "best of cable" programming.

RESEARCH AND DEVELOPMENT AND MANUFACTURING

Satellite receivers designed by EchoStar's research and development group have won numerous awards from dealers, retailers and industry trade publications. EchoStar's research and development personnel focus on shaping the EchoStar and HTS product lines to meet specific consumer needs and to compete effectively against products designed and manufactured by larger consumer electronics companies. EchoStar's quality assurance standards require all EchoStar product models to undergo extensive testing. EchoStar also sets and enforces product design and quality assurance requirements at non-EchoStar manufacturing facilities in the U.S., Taiwan, Hong Kong, Korea, China, Malaysia, India and the Philippines.

COMPETITION

Each of the businesses in which EchoStar operates is highly competitive. EchoStar's existing and potential competitors include a wide range of companies offering video, audio, data, programming and entertainment services. EchoStar also faces competition from companies offering products and services that perform similar functions, including companies that offer hardwire cable television products and services, wireless cable products and services, DTH products and services, as well as DBS and other satellite programming, and companies developing new technologies. Many of EchoStar's competitors have substantially greater financial and marketing resources than EchoStar. EchoStar expects that quality and variety of programming, quality of picture and service, and cost will be the key bases of competition.

Advances in communications technology, as well as changes in the marketplace and the regulatory and legislative environment, are constantly occurring. The Company cannot predict the effect that ongoing or future developments might have on the video programming distribution industry generally or the Company specifically.

CABLE TELEVISION. Cable television service is currently available to the vast majority of U.S. television households. The U.S. cable television industry currently serves over 60 million subscribers, representing approximately 65% of U.S. television households. As an established provider of subscription television services, cable television is a formidable competitor in the overall market for television households. Cable television systems generally offer 30 to 80 analog channels of video programming. Cable television operators currently have an advantage relative to EchoStar with regard to the provision of local programming as well as the provision of service to multiple television sets within the same household. Many cable television operators have either announced their intention to, or are in the process of, upgrading their distribution systems to expand their existing channel capacity for purposes of providing digital product offerings similar to those offered by DBS providers. In addition, such expanded capacity may be used to provide interactive and other new services.

Many of the largest cable systems in the U.S. have announced plans to offer access to telephony services through their existing cable equipment, and have entered into agreements with major telephony providers to further these efforts. In some cases, certain cable systems have actually commenced trial offerings of such services. If such trials are successful, many consumers may find cable service to be more attractive than DBS for the reception of programming.

Since reception of DBS signals requires line of sight to the satellite, it may not be possible for some households served by cable to receive DBS signals. In addition, the DISH Network-SM- is not available to households in apartment complexes or other multiple dwelling units that do not facilitate or allow the installation of EchoStar Receiver Systems. Additionally, the initial cost required to receive DISH Network-SM- programming may reduce the demand for EchoStar Receiver Systems, since EchoStar Receiver Systems must be purchased, while cable and certain of EchoStar's satellite competitors lease their equipment to the consumer with little if any initial hardware payment required. The compulsory copyright license granted to satellite providers by the Satellite Home Viewer Act is narrower in scope than the compulsory license granted to cable operators, thus creating another competitive advantage for cable operators.

In addition, TCI has announced that it currently intends to provide digital programming to TCI and other cable subscribers from Tempo's DBS satellite launched in March 1997. Tempo's DBS satellite would allow TCI to provide at least 65 digital video channels to cable subscribers. These subscribers could maintain current cable programming service, including local programming. Through the use of a digital set top receiver system, a household subscribing to cable programming and Tempo's DBS digital programming could simultaneously view digital video programming on one television and different cable programming on any number of other televisions. Currently, DISH Network-SM- subscribers must purchase multiple EchoStar Receiver Systems in order to view different programming on different televisions simultaneously. TCI's complementary DBS service could make cable a stronger competitor to the DISH Network-SM-.

OTHER DBS AND HOME SATELLITE OPERATORS. In addition to EchoStar, several other companies have DBS authorizations and are positioned to compete with EchoStar for home satellite subscribers.

DirecTv has channel assignments at a full-CONUS orbital slot. USSB owns and operates five transponders on DirecTv's first satellite and offers a programming service separate from, and complimentary to, DirecTv's service. DirecTv and USSB together offer over 150 channels of combined DBS video programming. EchoStar currently offers approximately 120 channels of digital video programming. DirecTv currently has exclusive distribution rights for out-of-market National Football League telecasts. While EchoStar intends to offer similar services in the future, its current inability to provide such programming places it at a competitive disadvantage. DirecTv currently has approximately 2.7 million subscribers, approximately one-half of whom subscribe to USSB programming. DirecTv recently filed an application with the FCC to construct, launch and operate six additional DBS satellites. DirecTv requested three orbital slots for these satellites--96.5DEG. WL, 101DEG. WL, and 105.5DEG. WL. These satellites would operate on frequencies that are not currently allocated domestically for this use, and DirecTv has also requested an FCC rulemaking to secure such allocations.

AT&T and DirecTv have entered into an exclusive agreement for AT&T to market and distribute DirecTv's DBS service. As part of the agreement, AT&T made an initial investment of approximately $137.5 million to acquire 2.5% of the equity of DirecTv with an option to increase its investment to up to 30% over a five-year period. This agreement provides a significant base of potential customers for the DirecTv DBS system and allows AT&T and DirecTv to offer customers a bundled package of digital entertainment and communications services. As a result, EchoStar is at a competitive disadvantage marketing to these customers. The AT&T and DirecTv agreement has increased the competition EchoStar encounters in the overall market for pay television customers. Affiliates of the National Rural Telecommunications Cooperative have acquired territories in rural areas of the U.S. as distributors of DirecTv programming, thereby increasing the distribution capacity of DirecTv.

PrimeStar currently offers medium power Ku-band programming service to customers using dishes approximately three feet in diameter. PrimeStar is owned by a group of multiple-system cable operators and provides nationwide service. As a result of the successful launch and operation of a new satellite in early 1997, PrimeStar increased its medium-power programming services to approximately 150 channels. This new satellite will potentially enable PrimeStar to reduce its dishes to approximately 29 inches for most subscribers within the continental U.S. In addition, PrimeStar is expected to have access to significant DBS capacity via TSAT's DBS satellite, which is capable of providing full-CONUS service. PrimeStar has announced plans to use TSAT's DBS satellite to provide a mix of sports, multichannel movie services, pay-per-view services, and popular cable networks to traditional broadcast television, basic cable and other analog programming customers. As of June 30, 1997, PrimeStar had approximately 1.9 million subscribers.

On June 11, 1997, TSAT announced that a binding letter of intent had been signed for the restructuring of PrimeStar. PrimeStar, which is currently owned by a group of multiple-system cable operators including TCI, has entered into an agreement to combine its assets with ASkyB, a satellite venture formed by News and MCI, into a single DBS provider. According to press releases, each PrimeStar partner will contribute its PrimeStar customers and partnership interests into the newly formed entity. ASkyB has announced that it will contribute two satellites under construction and 28 full-CONUS frequencies at the 110DEG. WL orbital location. This proposed transaction requires certain federal regulatory approvals. In addition, Tempo Satellite, Inc., a subsidiary of TSAT, has a license for a satellite using 11 full-CONUS frequencies at the 119DEG. WL orbital location, and recently launched a satellite to that location.

The proposed restructuring of PrimeStar, if consummated, would create a significant additional competitor with substantial financial and other resources, including a significantly greater number of channels capable of serving the entire continental U.S., than any other DBS provider. Several of the companies that would own interests in a restructured PrimeStar entity provide programming to cable television operators, other terrestrial systems and DBS system operators, including EchoStar. These content providers, including News, Turner, Time Warner, TCI, Cox, Comcast and US WEST would likely provide a significant

amount of programming to the new PrimeStar entity and may decide to provide this programming to PrimeStar on better terms and at a lower cost than to other cable or DBS operators. Additionally, those content providers could raise programming prices to all cable, DBS and other providers (including PrimeStar), thereby increasing the Company's cost of programming to rates that are effectively higher than those borne by PrimeStar's owners. Although the current programming access provisions under the Cable Act and the FCC's rules require cable-affiliated content providers to make programming available to multi-channel video programming distributors on non-discriminatory terms, there are exceptions to these requirements and there can be no assurance that such requirements will remain in effect. Any amendment to, or interpretation of, the Cable Act or the FCC's rules which would revise or eliminate these provisions could adversely affect EchoStar's ability to acquire programming on a cost-effective basis.

The FCC has allocated certain additional U.S. licensed DBS frequencies to DirecTv, USSB and other parties. These frequencies could provide additional capacity for existing DBS operators thereby enhancing their competitive position relative to the Company. Further, such presently unused frequencies could enable new competitors to enter the DBS market.

DirecTv, USSB and PrimeStar have instituted aggressive promotional campaigns marketing their respective DBS and Ku-band services. Their marketing efforts have focused on the breadth of popular programming and cost of service. In the case of DirecTv and USSB, their marketing efforts have been joined by AT&T, RCA, Sony Electronics, Inc., and other manufacturers which market DBS receivers and related components. Several other manufacturers have begun manufacturing such equipment, including Uniden America Corp., Toshiba America Consumer Products, Inc., and Hughes Network Systems, Inc.

Due to their substantially greater resources, earlier market entry, greater number of channels, manufacturing alliances with low-cost, high-volume manufacturers with established retail distribution, possible volume discounts for programming offerings, and, in the case of PrimeStar, relationship with cable programmers, EchoStar is currently at a competitive disadvantage to DirecTv, USSB and PrimeStar.

OTHER POTENTIAL PROVIDERS OF DBS OR SIMILAR SERVICES. In addition to MCI, DirectSat, USSB and Tempo/PrimeStar, two other companies have been granted conditional permits by the FCC for DBS but are not yet operational.

Continental currently has an assignment of 11 frequencies at the 61.5DEG. WL orbital slot covering the eastern and central U.S. and 11 frequencies at the 166DEG. WL orbital slot covering the western U.S. On November 21, 1995, the FCC granted Continental an extension of its permit until August 15, 1999. On May 14, 1997 the FCC granted its consent to the assignment of Continental's permit to R/L. The FCC has granted Dominion a conditional construction permit and related rights to eight frequencies at 61.5DEG. WL, the same orbital location where EchoStar III will be located. Dominion and certain EchoStar subsidiaries are parties to the Dominion Agreement pursuant to which Dominion, subject to appropriate FCC approvals, has the right to use eight transponders on EchoStar III to exploit the Dominion frequencies. Additionally, the Dominion Agreement provides that until EchoStar III is operational, Dominion can use an entire transponder on an EchoStar satellite located at 119DEG. WL by paying EchoStar $1 million per month. From December 1996 through April 1997, in consideration of the use of such transponder for a period of five months, Dominion issued five $1 million promissory notes to EchoStar, each due May 10, 1997. When Dominion did not repay the notes, EchoStar exercised its right under the Dominion Agreement, subject to obtaining any necessary FCC approvals, to use and program, for the expected life of the satellite, six of the eight transponders on EchoStar III that Dominion has the right to use and that would operate on frequency channels assigned to Dominion. Dominion has pending FCC applications to modify its permit to rely on the Dominion Agreement to satisfy its due diligence and to extend its permit. These applications have not yet been approved. The Dominion Agreement may also require further FCC approval. Assuming the necessary FCC approvals are obtained and any further required approvals (including any required transfer of control approvals) are obtained EchoStar would have the right to use a total of up to 17 transponders on EchoStar III. However, EchoStar's ability to use a total of up to 17 transponders depends on obtaining all necessary FCC approvals, and there can be no assurance that those approvals will be obtained. Dominion also has an assignment of 8 frequencies at the 166DEG. WL orbital slot covering the western and central U.S.

During March 1996, AlphaStar Television Network, which is owned by Tee-Comm Electronics, Inc., a Canadian company, began offering DTH programming in the U.S. on a limited basis, and intends to expand to 200 channels by the end of 1997. The service uses MPEG-2/DVB digital compression technology to receive medium power Ku-band signals via 24 to 36 inch dishes. On May 27, 1997, AlphaStar filed for bankruptcy protection under Chapter 11.

Foreign satellite systems also are potential providers of DBS within the U.S. In May 1996, in its DISCO II proceeding, the

FCC proposed permitting non-U.S. satellite systems, including DBS systems, to serve the U.S. on terms of competitive and regulatory parity with U.S.-licensed satellite systems. The FCC would provide access to the U.S. market by licensing earth stations to operate with non-U.S. satellite systems for any service that is within the scope of "effective competitive opportunities" for U.S. satellites abroad. In the February 1997 World Trade Organization Agreement, the U.S. offer contained an exemption from market opening commitments for, among other things, DBS and DTH services. The FCC is expected to revisit the DISCO II proposed standards in light of the World Trade Organization Agreement, and requested comment on that issue in April 1997.

The FCC has indicated that it may apply to the ITU for allocation of additional DBS orbital locations capable of providing service to the U.S. Further, Canada, Mexico, and other countries have been allocated various DBS orbital locations which are capable of providing service to part or all of the continental U.S. In general, non-U.S. licensed satellites are not allowed to provide domestic DBS or DTH service in the U.S. However, in November 1996, the U.S. and Mexico signed a Protocol for cross-border DBS and DTH service, and Mexico has indicated that it will auction one or more of its DBS orbital locations later this summer. In addition, the U.S. has indicated its willingness to enter into similar agreements with other countries in North, Central, and South America. If the U.S. government moves forward with these initiatives, or if other countries authorize DBS providers to use their orbital slots to serve the U.S., additional competition could be created, and EchoStar's DBS authorizations could become less valuable. At this time, EchoStar cannot predict whether these or other recent developments will ultimately result in any additional service to the U.S.

In addition, it may be possible to utilize extended Ku-band spectrum and mid-and high-power FSS spectrum to serve the U.S. DTH market. A significant amount of available full-CONUS spectrum exists in these bands. Further, it may be possible to utilize Ka-band spectrum for DTH satellite applications, particularly for spot-beam applications. Finally, other potential competitors may provide television programming at any time by leasing transponders from an existing satellite operator.

WIRELESS CABLE. Multichannel, multipoint distribution ("wireless cable") systems typically offer 20 to 40 channels of programming, which may include local programming (a potential advantage over most digital satellite systems). Developments in high compression digital statistical multiplexing technology are expected to increase significantly the number of channels and video and audio quality of wireless cable systems. Wireless cable operators currently provide an analog signal, with limited capacity and inferior image and sound quality compared to DBS. In order to upgrade their systems to implement digital transmission of high-quality video and audio signals, wireless cable operators will be required to install digital decoders in each customer's home at a cost comparable to the cost of an EchoStar Receiver System and make certain modifications to their transmission facilities. The cost of such digital upgrades will be significant and will have to be amortized over a smaller base of potential customers. Wireless cable also requires direct line of sight from the receiver to the transmission tower, which creates the potential for substantial interference from terrain, buildings and foliage in the line of sight. Wireless cable served approximately 1 million subscribers at the end of 1996.

TELEPHONE COMPANIES. Certain telecommunications carriers, including regional bell operating companies and long distance telephone companies, could become significant competitors in the future, as they have expressed an interest in becoming subscription television and information providers. The 1996 Act, which was enacted in February 1996, permits telephone companies to provide a variety of competitive video services, including owning cable systems, with certain regulatory safeguards. It is also possible for telephone companies to provide high-power DBS service, although any telephone company desiring to become a high-power DBS broadcaster must still obtain an FCC license for an available orbital location. The 1996 Act removes barriers to entry which previously inhibited telephone companies from competing in the provision of video programming and information services. Several large telephone companies have announced plans to acquire or merge with existing cable and wireless cable systems. As more telephone companies begin to provide cable programming and other information and communications services to their customers, additional significant competition for subscribers will develop. Among other things, telephone companies have an existing relationship with virtually every household in their service area, substantial economic resources, and an existing infrastructure and may be able to subsidize the delivery of programming through their position as the sole source of telephone service to the home.

VHF/UHF BROADCASTERS. Most areas of the U.S. are covered by traditional terrestrial VHF/UHF broadcasts that typically offer three to ten channels. These broadcasters are often low to medium power operators with a limited coverage area and provide local, network and syndicated programming. The local content nature of the programming may be important to the consumer, and VHF/UHF programming is typically free of charge. The FCC has allocated additional digital spectrum to licensed broadcasters. During a transition period ending in 2006, each existing television station will be able to transmit programming on a digital channel that may permit multiple programming services per channel.

PRIVATE CABLE. Private cable is a multi-channel subscription television service where the programming is received by a satellite receiver and then transmitted via coaxial cable throughout private property, often MDUs, without crossing public rights of way. Private cable generally operates under an agreement with a private landowner to service a specific MDU, commercial establishment or hotel. These agreements are often exclusive arrangements with lengthy (E.G., ten-year) terms, and private cable systems generally are not subject to substantial federal, state or local regulations. The FCC recently amended its rules to allow the provision of point-to-point delivery of video programming by private cable operators and other video delivery systems in the 18 GHz bandwidth. Private cable operators compete with EchoStar for customers within the general market of consumers of subscription television services.

LOCAL MULTI-POINT DISTRIBUTION SERVICE. In March 1997, the FCC announced its intention to offer two LMDS licenses, one for 1150 MHz and the other for 150 MHz, in each of 493 Basic Trading Areas ("BTAs") pursuant to an auction in the case of mutually exclusive applications. Incumbent local exchange carriers and cable operators will not be allowed to obtain in-region licenses for the larger spectrum block for three years. The LMDS auction date has not yet been set, but is expected to occur some time during 1997. The broadband 28 GHz LMDS spectrum allocation may enable LMDS providers to offer subscribers a wide variety of audio, video and interactive service options.

UTILITIES. The 1996 Act also authorizes registered utility holding companies and their subsidiaries to provide video programming services, notwithstanding the Public Utility Holding Company Act. Utilities must establish separate subsidiaries and must apply to the FCC for operating authority. Several such utilities have been granted broad authority by the FCC to engage in activities which could include the provision of video programming.

DTH PRODUCTS. EchoStar faces competition in the sale of satellite receivers in North America from other manufacturers and distributors. EchoStar, General Instrument Corporation and Uniden America Corporation comprise the three largest competitors in the North American DTH products market (exclusive of DBS products).

Most major manufacturers of satellite receivers in North America offer a variety of models, from relatively low-priced units to more expensive receivers with a greater number of features. There are few patented components in DTH systems. Competition in the sale of DTH products occurs primarily on the basis of quality, price, service, marketing and features. EchoStar believes that it generally competes effectively in all of these areas. In recent years, EchoStar has consistently been highly rated in most of these categories by polls conducted by industry trade publications.

EchoStar also faces competition in the distribution of DTH systems from approximately 30 distributors in North America. The large number of distributors creates intense competition, primarily with respect to price, marketing and service. EchoStar responds to that competition by offering 24-hour turnaround time on repairs, same day order fulfillment, and what it believes to be one of the top satellite retailer incentive programs in the industry.

In addition, EchoStar competes against DBS technology and medium power Ku-band DTH systems. As a result of the smaller dish size, DBS and medium power Ku-band systems are more widely accepted than C-band systems, particularly in urban areas. DBS and medium power Ku-band competition have negatively affected, and will continue to negatively affect, C-band sales. However, EchoStar believes that many consumers may continue to choose to purchase C-band systems for the next several years because of the remaining orbital life of existing C-band satellites, the amount and quality of programming available, and the continuing marketing efforts by programmers and others designed to attract and retain C-band subscribers, among other factors.

Internationally, EchoStar competes against a variety of manufacturers and distributors in different countries. In certain regions, EchoStar has a small market share, while in others, such as Africa, EchoStar believes that it has a larger market share than any of its competitors. In some markets, EchoStar cannot effectively compete due to local restrictions on foreign companies and due to the necessity of using proprietary products for which EchoStar does not hold licenses.

DTH PROGRAMMING. EchoStar competes with many large DTH programming packages, some of which are affiliated with well-known, large program originators, and some of which are affiliated with cable operators. EchoStar competes by offering promotional programming packages in conjunction with its sales of DTH systems. Since a significant portion of EchoStar's programming sales are generated through DTH retailers, EchoStar also competes for retailer relationships on the basis of commission rates and quality of service offered to the retailer and its customers. In addition, the programming market faces competition from cable television as well as emerging technologies such as DBS services, wireless cable systems, and others.

The largest competitors of EchoStar in programming distribution include NetLink Satellite USA, owned by TCI, SuperStar Satellite Entertainment, National Programming Service, Turner Home Satellite, Inc., HBO Direct, Inc. and Showtime Satellite Networks. These competitors have substantially greater financial resources than EchoStar, have substantially more subscribers, and are therefore able to obtain more favorable pricing from programmers than EchoStar.

GOVERNMENT REGULATION

THE FOLLOWING SUMMARY OF REGULATORY DEVELOPMENTS AND LEGISLATION DOES NOT PURPORT TO DESCRIBE ALL PRESENT AND PROPOSED GOVERNMENT REGULATION AND LEGISLATION AFFECTING THE VIDEO PROGRAMMING DISTRIBUTION INDUSTRY. OTHER EXISTING GOVERNMENT REGULATIONS ARE CURRENTLY THE SUBJECT OF JUDICIAL PROCEEDINGS, LEGISLATIVE HEARINGS OR ADMINISTRATIVE PROPOSALS THAT COULD CHANGE, IN VARYING DEGREES, THE MANNER IN WHICH THIS INDUSTRY OPERATES. NEITHER THE OUTCOME OF THESE PROCEEDINGS NOR THEIR IMPACT UPON THE INDUSTRY OR THE COMPANY CAN BE PREDICTED AT THIS TIME. THIS SECTION SETS FORTH A BRIEF DESCRIPTION OF REGULATORY ISSUES PERTAINING TO OPERATIONS OF THE COMPANY.

Authorizations and permits issued by the FCC and foreign regulatory agencies performing similar functions are required for the construction, launch and operation of satellites and other components of the EchoStar DBS System, and the sale of satellite receivers and other EchoStar products in certain countries. In addition, as the operator of a privately owned U.S. satellite system, EchoStar is subject to the regulatory authority of the FCC and the Radio Regulations promulgated by the ITU. As a distributor of television programming, EchoStar is also affected by numerous laws and regulations, including the Communications Act. EchoStar believes that it remains free to set prices and serve customers according to its business judgment, without rate regulation or the statutory obligation under Title II of the Communications Act to avoid undue discrimination among customers. Even if, under a future interpretation of the 1996 Act, EchoStar were to be classified as a telecommunications carrier subject to Title II, EchoStar believes that such reclassification would not likely increase substantially the regulatory burdens imposed on EchoStar or have an adverse impact on EchoStar's DBS operations, although there can be no assurance in this regard. EchoStar believes that, because it is engaged in a subscription programming service, it is not subject to many of the regulatory obligations imposed upon broadcast licensees. However, there can be no assurances that the FCC will not find in the future that EchoStar should be treated as a broadcast licensee with respect to its current and future operations. If the FCC were to determine that Echostar is, in fact, a broadcast licensee, EchoStar could be required to comply with all regulatory obligations imposed upon broadcast licensees. EchoStar also requires import and general destination export licenses issued by the U.S. Department of Commerce for the delivery of its manufactured products to overseas destinations. Finally, because EchoStar has engaged a Russian launch provider for EchoStar IV, U.S. export regulations apply to the delivery of the satellite and to providing related technical information to the launch provider.

While EchoStar believes that it has generally been successful to date in connection with regulatory compliance matters, there can be no assurance that EchoStar will succeed in obtaining or maintaining all requisite regulatory approvals for its operations, or that it will do so in a timely fashion and without the imposition of conditions or restrictions that would be unacceptable.

FCC PERMITS AND LICENSES. As the operator of a DBS system, EchoStar is subject to FCC jurisdiction and review primarily for: (i) assignment of frequencies and orbital slots; (ii) compliance with the terms and conditions of such assignments and authorizations, including required timetables for construction and operation of satellites; (iii) authorization of individual satellites (I.E., meeting minimum financial, legal and technical standards) and earth stations; (iv) avoiding interference with other radio frequency emitters; (v) compliance with rules the FCC has established specifically for holders of U.S. DBS satellite and earth station authorizations, including construction milestones and due diligence requirements; and (vi) compliance with applicable provisions of the Communications Act. The FCC has granted ESC a license to cover 11 specified frequencies for EchoStar I at 119DEG. WL. ESC also has a conditional construction permit for 11 unspecified western frequencies. EchoStar's subsidiary DirectSat has a license to cover ten additional frequencies at the 119DEG. WL orbital location. The FCC also has issued DirectSat a conditional permit for one frequency at 110DEG. WL and 11 frequencies at 175DEG. WL. DBSC holds a conditional construction permit and specific orbital slot assignments for 11 DBS frequencies at each of 61.5DEG. WL and 175DEG. WL.

During January 1996, the FCC held an auction for 24 frequencies at the 148DEG. WL orbital slot. EchoStar acquired a DBS construction permit for the use of the 24 frequencies at the 148DEG. WL orbital slot for $52.3 million. EchoStar will be required to complete construction of that satellite by December 20, 2000, and the satellite must be in operation by December 20, 2002.

EchoStar's FCC permits are conditioned on satisfaction of ongoing due diligence, construction, reporting and related obligations. There can be no assurance that EchoStar will be able to comply with the FCC's due diligence obligations or that the

FCC will determine that it has complied with such due diligence obligations. EchoStar's permits and extension requests have been and may continue to be contested in FCC proceedings and in court by several companies with interests adverse to EchoStar's, including Dominion, PrimeStar, Advanced, Tempo, DirecTv and others.

By an Order released January 11, 1996 in File No. 129 -SAT-EXT-95, the International Bureau of the FCC granted an extension of ESC's permit to August 15, 1996 with respect to the 119DEG. WL orbital location. It deferred decision on ESC's request for an extension of time with respect to ESC's permit for western assignments pending the FCC's analysis of EchoStar's 1992 due diligence showing for these assignments. By separate Order released January 11, 1996, File No. DBS-88-1, the FCC's International Bureau conditionally granted ESC launch and positioning authority for EchoStar I. ESC and DirectSat have licenses to cover their satellites at 119.2DEG. WL and 118.8DEG. WL. The precise location of ESC's and DirectSat's licensed EchoStar I and EchoStar II satellites may be outside the parameters set forth in their licenses. Therefore, ESC and DirectSat have filed a joint request for an STA to enable them to operate, for 180 days, EchoStar I at 119.05DEG. WL and EchoStar II at 118.95DEG. WL, which also would improve signal quality and facilitate better customer service. That application was not timely opposed. However, on February 26, 1997, the FCC staff notified EchoStar of its concern that the requested STA might cause interference to the Tempo satellite at 118.8DEG. WL. The FCC required EchoStar to submit a technical analysis in support of the request. EchoStar has submitted such analysis, and Tempo has submitted its own technical analysis supporting a contrary position. There can be no assurance that the FCC will grant or, if granted, renew EchoStar's request. Failure of the FCC to grant EchoStar's request would require EchoStar to take steps to ensure that EchoStar I and EchoStar II are positioned consistent with present FCC authorizations, or to reposition the satellites, and could have an adverse effect on the operation of these satellites. If EchoStar I and EchoStar II were found to have been operated outside their authorized parameters, the FCC could impose monetary forfeitures or other penalties on EchoStar.

The FCC has granted EchoStar conditional authority to use C-band frequencies for TT&C functions for EchoStar I, stating that the required coordination process with Canada and Mexico has been completed. In January 1996, the FCC received a communication from an official of the Ministry of Communications and Transportation of Mexico stating that EchoStar I's TT&C operations could cause unacceptable interference to Mexican satellites. While EchoStar believes that it is unlikely that the FCC will subsequently require EchoStar to relinquish the use of such C-band frequencies for TT&C purposes, such relinquishment could result in the inability to control EchoStar I and the total loss of the satellite.

Among other regulatory requirements, all of EchoStar's DBS systems are required to conform to the ITU Region 2 Plan for Broadcast Satellite Service ("BSS Plan"). Any operations that are not consistent with the BSS Plan (including, among other things, digital transmission) can only be authorized on a non-interference basis pending successful modification of the BSS Plan or the agreement of all affected administrations to the non-conforming operations. Accordingly, unless and until the BSS Plan is modified to include the technical parameters of a DBS applicant's operations, non-standard satellites must not cause harmful electrical interference to, and are not entitled to any protection from, interference caused by other assignments that are in conformance with the BSS Plan. The ITU has requested certain technical information in order to process the requested modification of the BSS plan for EchoStar I, and EchoStar has cooperated, and continues to cooperate, with the FCC in the preparation of its responses to any ITU request. The Company cannot predict when the ITU will act upon this request for modification or if it will be granted.

By an Order released January 11, 1996 in File No. 131 -SAT-EXT-95, the International Bureau extended the construction permit of DirectSat to August 15, 1999. This grant was subject to the condition that DirectSat make significant progress toward construction and operation of its DBS system substantially in compliance with the timetable submitted pursuant to Amendment No. 7 of its satellite construction contract, dated June 17, 1995, or with a more expedited timetable. The International Bureau also urged DirectSat to expedite construction and launch of additional satellites for its DBS system. PrimeStar has filed an application for review requesting that the FCC reverse the International Bureau's decision to extend DirectSat's construction permit. By Order released on September 9, 1996, in File No. DBS-88-02/94-01M, the International Bureau granted DirectSat's request for authority to launch the EchoStar II satellite to 118.8DEG. WL and for approval of certain modifications made to the design of that satellite. In a separate order issued on the same date in File No. 53-SAT-ML-95, the International Bureau granted DirectSat conditional authority to use extended C-band frequencies to perform TT&C functions for the EchoStar II satellite until January 1, 1999, subject to the condition that it cause no harmful interference to other satellites, at which time the FCC will review the suitability of those frequencies for TT&C operations. There can be no assurance that the FCC will extend the authorization to use these C-band frequencies for TT&C purposes. The FCC's refusal to extend such authorization could result in the inability to control EchoStar II and a total loss of the satellite unless the satellite could be moved to another orbital slot with FCC approval.

By an Order released December 8, 1995, DA 95-2439, in File No. 129-SAT-EXT-95, the FCC has also conditionally granted the request of DBSC for an extension of its permit to November 30, 1998 subject to the condition that the FCC may reconsider the extension and modify or cancel it if DBSC fails to progress towards construction and operation of its system in accordance with the timetable DBSC has submitted to the FCC. PrimeStar has filed an application for review requesting that the FCC reverse the International Bureau's decision to extend DBSC's construction permit. By Order released August 30, 1996, DA-96-1482, in File Nos. DBS 87-01, 55-SAT-AL-96, the FCC consented to the assignment of DBSC's permit to a subsidiary of EchoStar. ESC has a pending application for assignment of western frequencies and an orbital position, which has been opposed. In 1992, the FCC held that ESC had not completed contracting for its western assignments, which is a prerequisite to the grant of specific assignments. The FCC asked ESC to submit amended contract documentation. While EchoStar has submitted such documentation, the FCC has not yet ruled on whether ESC has completed contracting for that satellite. There are no assurances that the FCC will rule favorably on this issue to enable ESC to receive western assignments. The FCC has also deferred action on whether to extend ESC's permit for the western assignments pending a ruling on completion of contracting. The FCC also has declared that it will carefully monitor the semi-annual reports required to be filed by DBS permittees. Failure of EchoStar to file adequate semi-annual reports or to demonstrate timely progress in the construction of its DBS systems may result in cancellation of its permits. EchoStar has not filed all required progress reports with the FCC, and there is a risk that the filed reports may be found by the FCC not to comply fully with its due diligence requirements.

In the event of a failure or loss of any of EchoStar I, EchoStar II, or EchoStar III, and subject to FCC consent, EchoStar may relocate EchoStar IV and utilize the satellite as a replacement for the failed or lost satellite. Such a relocation would require prior FCC approval and, among other things, a showing to the FCC that EchoStar IV would not cause additional interference compared to EchoStar I, EchoStar II, or EchoStar III. Should EchoStar choose to utilize EchoStar IV in this manner, there can be no assurances that such use would not adversely affect EchoStar's ability to meet the construction, launch and operation deadlines associated with its permits. Failure to meet such deadlines could result in the loss of such permits and would have an adverse effect on EchoStar's planned operations.

The licenses which the FCC issues for an operational DBS system to use frequencies at a specified orbital location are for a term of ten years. At the expiration of the initial license term, the FCC may renew the satellite operator's license or authorize the operator to operate for a period of time on special authority, but there is no assurance that the FCC will take such actions. In the event the FCC declines to renew the operator's license, the operator would be required to cease operations and the frequencies would revert to the FCC. EchoStar also requires FCC authority to operate earth stations, including the earth stations necessary to uplink programming to its satellites.

In addition, EchoStar has been granted conditional authorization for two Ku-band FSS satellites to be located at 83DEG. WL and 121DEG. WL subject, mong other things, to submitting additional proof of its financial qualifications. While ESC has submitted such proof, GE Americom and PrimeStar have challenged it and have requested cancellation of ESC's license. GE Americom and PrimeStar have also requested reconsideration of ESC's license and reassignment of one EchoStar satellite to a different orbital slot on the ground that the satellite will interfere with the GE Americom satellite used by PrimeStar for its medium-power Ku-band service. Finally, GE Americom and PrimeStar have opposed ESC's request to add C-band capabilities to one satellite of its Ku-band system. There is no assurance as to how the FCC will rule with respect to any of these challenges.

EchoStar has also been granted a license for a two-satellite FSS Ka-band system. That license was based on an orbital plan agreed upon by applicants in EchoStar's processing round. Certain of these applicants have now requested changes to that orbital plan. One company (Norris) has requested a stay of the plan, and petitions for reconsideration are pending against certain of the licenses covered by the plan. There can be no assurance that review of the recently granted Ka-band licenses and orbital plan by the International Bureau and the full FCC will not eliminate the basis for EchoStar's conditional license and result in loss of that license.

EchoStar also has an application pending with the FCC for two extended Ku-band FSS satellites to be located at 85DEG. WL and 91DEG. WL. EchoStar also has requested FCC authorization to modify its proposed Ku-band system to add C-band capabilities to one satellite. These applications and requests for modification have been opposed by various parties. There can be no assurance that the FCC will grant any of these applications or requests for modifications. Any such initial applications that are granted would have a ten-year license term and the same renewal obligations as pertain to DBS licenses.

DBS RULES. Once the FCC grants a conditional construction permit, the permittee must proceed with due diligence in constructing the system. The FCC has adopted specific milestones that must be met in order to retain the permit, unless the FCC determines that an extension or waiver is appropriate, and permittees must file semi-annual reports on the status of their due

diligence efforts. The due diligence milestones require holders of conditional permits to complete contracting for construction of their systems within one year of grant of the permit (with no unresolved contingencies that could preclude substantial construction of the satellites), and to place all satellite stations comprising the system in operation within six years of grant of the permit. In addition, holders of permits received after January 19, 1996 must complete construction of the first satellite in their system within four years of grant of the permit. The FCC also may impose other conditions on the grant of the permit. The holders of new DBS authorizations issued on or after January 19, 1996 must also provide DBS service to Alaska and Hawaii where the service is technically feasible from the acquired orbital locations, which includes 148DEG. WL. Those holding DBS permits as of January 1996 must either provide DBS service to Hawaii or Alaska from at least one of their orbital locations or relinquish their western assignments. Subject to applicable regulations governing non-DBS operations, a licensee may make unrestricted use of its assigned frequencies for non-DBS purposes during the first five years of the ten-year license term. After the first five years, the licensee may continue to provide non-DBS service so long as at least half of its total capacity at a given orbital location is used each day to provide DBS service.

Failure to comply with applicable Communications Act requirements and FCC rules, regulations, policies, and orders may result in the FCC's revoking, conditioning, or declining to review or extend an authorization.

THE 1996 ACT. The 1996 Act clarifies that the FCC has exclusive jurisdiction over DTH satellite services and that criminal penalties may be imposed for piracy of DTH satellite services. The 1996 Act also offers DBS operators relief from private and local government-imposed restrictions on the placement of receiving antennae. In some instances, DBS operators have been unable to serve areas due to laws, zoning ordinances, homeowner association rules, or restrictive property covenants banning the installation of antennae on or near homes. The FCC recently promulgated rules designed to implement Congress' intent by prohibiting any restriction, including zoning, land use or building regulation, or any private covenant, homeowners' association rule, or similar restriction on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property, to the extent it impairs the installation, maintenance or use of a DBS receiving antenna that is one meter or less in diameter or diagonal measurement, except where such restriction is necessary to accomplish a clearly defined safety objective or to preserve a recognized historic district. Local governments and associations may apply to the FCC for a waiver of this rule based on local concerns of a highly specialized or unusual nature. The FCC also issued a further notice of proposed rulemaking seeking comment on whether the 1996 Act applies to restrictions on property not within the exclusive use or control of the viewer and in which the viewer has no direct or indirect property interest. The 1996 Act also preempted local (but not state) governments from imposing taxes or fees on DTH services, including DBS. Finally, the 1996 Act required that multichannel video programming distributors such as DBS operators fully scramble or block channels providing indecent or sexually explicit adult programming. If a multi-channel video programming distributor cannot fully scramble or block such programming, it must restrict transmission to those hours of the day when children are unlikely to view the programming (as determined by the FCC). On March 24, 1997, the U.S. Supreme Court let stand a lower court ruling that allows enforcement of this provision pending a constitutional challenge. In response to this ruling, the FCC declared that its rules implementing the scrambling provision would become effective on May 18, 1997.

THE CABLE ACT. In addition to regulating pricing practices and competition within the franchise cable television industry, the Cable Act was intended to establish and support existing and new multi-channel video services, such as wireless cable and DBS, to provide subscription television services. EchoStar has benefited from the programming access provisions of the Cable Act and implementing rules in that it has been able to gain access to previously unavailable programming services and, in some circumstances, has obtained certain programming services at reduced cost. Any amendment to, or interpretation of, the Cable Act or the FCC's rules that would permit cable companies or entities affiliated with cable companies to discriminate against competitors such as EchoStar in making programming available (or to discriminate in the terms and conditions of such programming) could adversely affect EchoStar's ability to acquire programming on a cost-effective basis. Certain of the restrictions on cable-affiliated programmers will expire in 2002 unless the FCC extends such restrictions.

The Cable Act also requires the FCC to conduct a rulemaking that will impose public interest requirements for providing video programming on DBS licensees, including, at a minimum, reasonable and non-discriminatory access by qualified candidates for office and the obligation to set aside four to seven percent of the licensee's channel capacity for non-commercial programming of an educational or informational nature. Within this set-aside requirement, DBS providers must make capacity available to "national educational programming suppliers" at below-cost rates. The FCC is conducting a rulemaking to implement this statutory provision.

While DBS operators like EchoStar currently are not subject to the "must carry" requirements of the Cable Act, the cable industry has argued that DBS operators should be subject to these requirements. In the event the "must carry" requirements of

the Cable Act are revised to include DBS operators, or to the extent that new legislation of a similar nature is enacted, EchoStar's future plans to provide local programming will be adversely affected, and such must-carry requirements could cause the displacement of possibly more attractive programming.

SATELLITE HOME VIEWER ACT. The SHVA establishes a "compulsory" copyright license that allows a DBS operator, for a statutorily-established fee, to retransmit local network programming to subscribers for private home viewing so long as that retransmission is limited to those persons in unserved households. In general, an "unserved household" is one that cannot receive, through the use of a conventional outdoor rooftop antenna, a sufficient over-the-air network signal, and has not, within 90 days prior to subscribing to the DBS service, subscribed to a cable service that provides that network signal. While the scope of the compulsory license is not certain, the U.S. Copyright Office has indicated in a letter it would not object to the filing of statements of account in connection with the provision by satellite of local network signals into the non-overlapping Grade B contour of a network affiliate.

EchoStar intends to offer local programming, including local network programming, to certain population centers within the continental U.S. In order to retransmit local programming into a market, EchoStar must obtain the retransmission consent of the local stations, in addition to any requisite copyright licenses. EchoStar's ability to transmit local programming via satellite into the markets from which the programming is generated may attract incremental subscribers who would not otherwise be willing to purchase satellite systems.

The Company believes that the Copyright Office's letter (described above) may support the interpretation that the SHVA provides a "compulsory" copyright license permitting the Company to transmit local network programming via satellite into certain markets in which the programming was generated. However, the Copyright Office has noted that its position would not preclude private copyright holders from challenging the position of the Copyright Office in private litigation against the Company. As a result, and because the Company would like clarification with regard to overlapping Grade B contours, EchoStar intends to prepare, lobby for, and see enacted national legislation amending the SHVA that would clarify or extend the application of the "compulsory" copyright license to satellite operators transmitting local programming into local markets. There can be no assurance that EchoStar will be successful in having such copyright legislation enacted, or that, in the absence of such legislation, it would be successful in any litigation with copyright owners regarding this issue.

EXPORT REGULATION. From time to time, EchoStar requires import licenses and general destination export licenses to receive and deliver components of DTH systems. EchoStar has contracted with LKE for the launch of EchoStar IV from the Republic of Kazakhstan. Export licenses will be required to be obtained from the Department of Commerce for the transport of any satellites to the Republic of Kazakhstan. Lockheed Martin will be required to obtain technical data exchange licenses from the Department of Commerce permitting the exchange between Lockheed Martin and LKE of certain information necessary to prepare the satellites for launch. No assurances can be given that the data exchange or export licenses will be granted, or that implementation of a trade agreement between the U.S. and Russia will not negatively affect EchoStar's ability to launch EchoStar IV. LKE has advised EchoStar, however, that, while no assurances can be given, it believes the necessary technical data and hardware export licenses can be obtained in time for the scheduled launch of EchoStar IV. There can be no assurance those licenses will be obtained in a timely manner to avoid a launch delay.

PATENTS AND TRADEMARKS

EchoStar uses a number of trademarks for its products and services, including "EchoStar-Registered Trademark-," "DISH NetworkTM," "DISH Network-SM-," "America's Top 40," "America's Top 50 CD," and others. Certain of these trademarks are registered by EchoStar, and those trademarks that are not registered are generally protected by common law and state unfair competition laws. Although EchoStar believes that these trademarks are not essential to EchoStar's business, EchoStar has taken affirmative legal steps to protect its trademarks in the past and intends to actively protect these trademarks in the future.

EchoStar is the assignee of certain patents for products and product components manufactured and sold by EchoStar, none of which EchoStar considers to be significant to its continuing operations. In addition, EchoStar has obtained and, although no assurances can be given, expects to obtain, licenses for certain patents necessary to the manufacture and sale by EchoStar and others of DBS receivers and related components. EchoStar has been notified that certain features of the EchoStar Receiver System allegedly infringe on patents held by others, and that royalties are therefore required to be paid. EchoStar is investigating allegations of infringement and, if appropriate, intends to vigorously defend against any suit filed by the parties. There can be no assurance that the Company will be able to successfully defend any suit, if brought, or that the Company will be able to obtain a license for any patent that might be required. See "Business--Legal Proceedings."

EMPLOYEES

EchoStar had approximately 1,280 employees at June 30, 1997, of which approximately 1,200 worked in EchoStar's domestic operations and approximately 80 of which worked in EchoStar's international operations. EchoStar is not a party to any collective bargaining agreement and considers its relations with its employees to be good. EchoStar intends to hire additional personnel as required.

PROPERTIES

EchoStar owns its corporate headquarters, its Digital Broadcast Center in Cheyenne, Wyoming, its customer call center in Thornton, Colorado, and office/warehouse facilities in three additional locations. The following table sets forth certain information concerning EchoStar's properties.

DESCRIPTION/USE	LOCATION	APPROXIMATE SQUARE FOOTAGE	OWNED OR LEASED
Corporate Headquarters and Warehouse Distribution Center	Englewood, Colorado	155,000	Owned
Office and Distribution Center	Sacramento, California	78,500	Owned
Digital Broadcast Center	Cheyenne, Wyoming	55,000	Owned
Customer Call Center	Thornton, Colorado	55,000	Owned
European Headquarters and Warehouse.	Almelo, The Netherlands	53,800	Owned
Warehouse Facility	Denver, Colorado	40,000	Owned
Office and Distribution Center	Bensenville, Illinois	19,000	Leased
Office and Distribution Center	Miami, Florida	16,500	Leased
Office and Distribution Center	Norcross, Georgia	16,000	Leased
Office and Distribution Center	Columbia, Maryland	17,600	Leased
Office and Distribution Center	Dallas, Texas	11,200	Leased
Office and Distribution Center	Phoenix, Arizona	10,000	Leased
Asian Distribution Center.	Singapore	7,000	Leased
Office	Madrid, Spain	2,100	Leased
Asian Headquarters	Singapore	1,900	Leased
Office	Bombay, India	1,200	Leased
Office	Beijing, China	1,000	Leased
Office	Bangalore, India	1,200	Leased

LEGAL PROCEEDINGS

On July 29, 1996, EAC, DNCC, ESC and Echosphere Corporation (collectively, "EchoStar Credit"), filed a civil action against Associates which is currently pending in the U.S. District Court in the District of Colorado. EchoStar Credit alleges that Associates, among other things, breached its contract with EchoStar Credit pursuant to which Associates agreed to finance the purchase of EchoStar Receiver Systems by consumers. EchoStar Credit alleges that Associates' refusal to finance certain prospective consumers has resulted in the loss of prospective customers to EchoStar's competitors. In addition, EchoStar Credit alleges that the loss of sales due to Associate's action forced EchoStar to lower the price on its products. Associates filed counterclaims against EAC for fraud and breach of contract. Associates seeks approximately $10.0 million by way of its counterclaims. EAC intends to vigorously defend against such counterclaims. A trial date has not yet been set. It is too early in the litigation to make an assessment of the probable outcome.

On April 25, 1997, ESC and Sagem, S.A., ("Sagem"), a French corporation, signed a settlement and release agreement under which Sagem agreed to return a $10.0 million down payment made to Sagem and agreed to release the $15.0 million placed in escrow with a bank in connection with a manufacturing agreement entered into in April 1995. ESC and Sagem have released all claims against each other.

Certain purchasers of C-band and DISH Network-SM- systems have filed actions in various state courts in Alabama naming EchoStar, EAC or Echosphere Corporation as a defendant and seeking actual and punitive damages. At least ten actions have

been filed. EchoStar believes additional actions may be filed. Plaintiffs' attorneys also may attempt to certify a class and/or add additional plaintiffs to the existing actions and seek greater damages. A trial date (March 2, 1998) has been established for only one of the aforementioned actions. The actions filed to date also name as defendants the dealer and its employees who sold the equipment and the EAC financing source, which owns the consumer loans, made to the purchasers. Four of the actions involve EAC and HRSI and six claims involve EAC and Bank One Dayton, N.A. EchoStar denies liability and intends to vigorously defend against the claims, which include allegations of fraud and lending law violations. While the actual damages claimed are not material, EchoStar is aware that juries in Alabama have recently issued a number of verdicts awarding substantial punitive damages on actual damage claims of less than $10,000.

EAC and HRSI entered into a Merchandise Financing Agreement in 1989 (the "Merchant Agreement") pursuant to which HRSI acted as a consumer financing source for the purchase of, among other things, satellite systems distributed by Echosphere Corporation, a subsidiary of EchoStar, to consumers through EAC dealers. HRSI terminated the Merchant Agreement as of December 31, 1994. During February 1995, EAC and Echosphere (the "EAC Parties") filed suit against HRSI. The case is pending in U.S. District Court in Colorado (the "HRSI Litigation"). The EAC Parties have alleged, among other things, breach of contract, breach of fiduciary duty, fraud and wanton and willful conduct by HRSI in connection with termination of the Merchant Agreement and related matters. The EAC parties are seeking damages in excess of $10.0 million. HRSI's counterclaims have been dismissed with prejudice. Summary judgment motions have been pending on all remaining issues since May 1996. A trial date has not been set.

On March 4, 1997, Feature Film Services ("Feature Films") filed a civil action against EchoStar in the U.S. District Court in the District of Chicago. Feature Films alleges that EchoStar has infringed against one of its patents. EchoStar believes that strong defenses against these claims are available and intends to vigorously defend against such claims. While no assurance can be given, EchoStar believes that indemnification from a vendor may be available in the event of an unfavorable outcome, and that a licensing agreement could be reached with Feature Films on reasonable terms.

On February 24, 1997, EchoStar and News announced the News Agreement pursuant to which, among other things, News agreed to acquire approximately 50% of the outstanding capital stock of EchoStar. News also agreed to make available for use by EchoStar the DBS permit for 28 frequencies at 110DEG. WL purchased by MCI for over $682 million following a 1996 FCC auction. During late April 1997, substantial disagreements arose between the parties regarding their obligations under the News Agreement.

On May 8, 1997, EchoStar filed a Complaint in the Court, Civil Action No. 97-960, requesting that the Court confirm EchoStar's position and declare that News is obligated pursuant to the News Agreement to lend $200 million to EchoStar without interest and upon such other terms as the Court orders.

On May 9, 1997, EchoStar filed a First Amended Complaint significantly expanding the scope of the litigation, to include breach of contract, failure to act in good faith, and other causes of action. EchoStar seeks specific performance of the News Agreement and damages, including lost profits based on, among other things, a jointly prepared ten-year business plan showing expected profits for EchoStar in excess of $10 billion based on consummation of the transactions contemplated by the News Agreement.

On June 9, 1997, News filed an answer and counterclaims seeking unspecified damages. News' answer denies all of the material allegations in the First Amended Complaint and asserts numerous defenses, including bad faith, misconduct and failure to disclose material information on the part of EchoStar and its Chairman and Chief Executive Officer, Charles W. Ergen. The counterclaims, in which News is joined by its subsidiary American Sky Broadcasting, L.L.C., assert that EchoStar and Ergen breached their agreements with News and failed to act and negotiate with News in good faith. EchoStar has responded to News' answer and denied the allegations in their counterclaims. EchoStar also has asserted various affirmative defenses. EchoStar intends to diligently defend against the counterclaims. The parties are now in discovery. A trial date has not been set.

While EchoStar is confident of its position and believes it will ultimately prevail, the litigation process could continue for many years and there can be no assurance concerning the outcome of the litigation.

EchoStar is a party to certain other legal proceedings arising in the ordinary course of its business. EchoStar does not believe that any of these proceedings will have a material adverse affect on EchoStar's financial position or results of operations.

DIRECTORS AND OFFICERS

The following table sets forth information concerning certain officers and directors of EchoStar:

NAME	AGE	POSITION
Charles W. Ergen	44	Chairman, Chief Executive Officer, President and Director
Alan M. Angelich	52	Director
Raymond L. Friedlob	51	Director
James DeFranco	44	Executive Vice President and Director
R. Scott Zimmer	40	Vice Chairman and Vice President
David K. Moskowitz	39	Senior Vice President, General Counsel and Secretary
Michael T. Dugan	48	Senior Vice President, Consumer Products Division
Steven B. Schaver	43	Chief Financial and Chief Operating Officer
John R. Hager	35	Treasurer and Controller

CHARLES W. ERGEN. Mr. Ergen has been Chairman of the Board of Directors, Chief Executive Officer and President of EchoStar since its formation and, during the past five years, has held various positions with EchoStar's subsidiaries, including President and Chief Executive Officer of Echosphere, Echonet Business Network, Inc. ("EBN") and ESC, and Director of Echosphere, HTS, EchoStar International Corporation ("EIC"), ESC and EBN. Mr. Ergen, along with his spouse and James DeFranco, was a co-founder of EchoStar in 1980. Commencing in March 1995, Mr. Ergen also became a director of SSET, a company principally engaged in the manufacture and sale of satellite telecommunications equipment.

ALAN M. ANGELICH. Mr. Angelich has been a director of EchoStar and a member of its Audit and Executive Compensation Committees since October 1995. Mr. Angelich is presently a principal with Janco Partners, Inc., an investment banking firm specializing in the telecommunications industry. From May 1982 to October 1993, Mr. Angelich served in various executive capacities with Jones Intercable, Inc., including Vice Chairman of its Board of Directors from December 1988 to October 1993. From August 1990 to October 1993, Mr. Angelich was also the Chief Executive Officer of Jones Capital Markets, Inc.

RAYMOND L. FRIEDLOB. Mr. Friedlob has been a director of EchoStar and a member of its Audit and Executive Compensation Committees since October 1995. Mr. Friedlob is presently a member of the law firm of Friedlob, Sanderson, Raskin, Paulson & Tourtillot, LLC. Prior to 1995, Mr. Friedlob was a partner of Raskin & Friedlob, where he had practiced since 1970. Mr. Friedlob specializes in federal securities law, corporate law, leveraged acquisitions, mergers and taxation.

JAMES DEFRANCO. Mr. DeFranco, currently the Executive Vice President of EchoStar, has been a Vice President and a Director of EchoStar since its formation and, during the past five years, has held various positions with EchoStar's subsidiaries, including President of HTS, EAC and HT Ventures, Inc. ("HTV"), Executive Vice President of ESC, Senior Vice President of Echosphere and EBN, and Director of SSI, Echosphere, HTS, EAC, EBN and HTV. Mr. DeFranco, along with Mr. Ergen and Mr. Ergen's spouse, was a co-founder of EchoStar in 1980.

R. SCOTT ZIMMER. Mr. Zimmer has been a Vice President and a Director of EchoStar since its formation. For the past five years, Mr. Zimmer has managed the international operations of EchoStar and its subsidiaries.

DAVID K. MOSKOWITZ. Mr. Moskowitz is the Senior Vice President, Secretary and General Counsel of EchoStar. Mr. Moskowitz joined EchoStar in March 1990. Mr. Moskowitz is responsible for all legal and certain of the business affairs of EchoStar and its subsidiaries. From June 1986 to March 1990, Mr. Moskowitz was corporate counsel for M.D.C. Holdings, Inc., a publicly-held home builder and mortgage finance company.

MICHAEL T. DUGAN. Mr. Dugan is the Senior Vice President of the Consumer Products Division of EchoStar. In that capacity, Mr. Dugan is responsible for all engineering and manufacturing operations at EchoStar. Mr. Dugan has been with EchoStar since 1990.

STEVEN B. SCHAVER. Mr. Schaver was named the Chief Financial Officer of EchoStar in February 1996. In November 1996, Mr. Schaver also was named Chief Operating Officer. From November 1993 to February 1996, Mr. Schaver was the Vice President of EchoStar's European and African operations. From July 1992 to November 1993, Mr. Schaver was the Director of Sales and Marketing for EchoStar's largest Spanish customer, Internacional de Telecomunicaciones, S.A. in Madrid, Spain. Prior to July 1992 and since joining EchoStar in 1984, he has held various positions with subsidiaries of EchoStar, including Vice President of European operations. Prior to joining EchoStar Mr. Schaver was a Banking Officer with Continental Illinois National Bank.

JOHN R. HAGER. Mr. Hager has been Treasurer and Controller of EchoStar since February 1997. From August 1993 to February 1997, Mr. Hager was Controller of American Telecasting, Inc., a national operator of multiple wireless cable systems. Previously, Mr. Hager was with the Denver office of Ernst & Young from May 1984 until August 1993, most recently as Audit Senior Manager.

The Board of Directors of EchoStar currently has an Audit Committee and an Executive Compensation Committee, both of which were established in October 1995. The present members of the Audit and Executive Compensation Committees are Messrs. Angelich and Friedlob. The principal functions of the Audit Committee are: (i) to recommend to the Board of Directors the selection of independent public accountants; (ii) review management's plan for engaging EchoStar's independent public accountants during the year to perform non-audit services and consider what effect these services will have on the independence of the accountants; (iii) review the annual financial statements and other financial reports which require approval by the Board of Directors; (iv) review the adequacy of EchoStar's system of internal accounting controls; and (v) review the scope of the independent public accountants' audit plans and the results of the audit. The principal function of the Executive Compensation Committee is to award grants under and administer EchoStar's Stock Incentive Plan.

The Board of Directors of the Issuer consists of Messrs. Ergen, DeFranco and Moskowitz. The Board of Directors of the Issuer has no committees. The officers of the Issuer are Charles W. Ergen, Chairman and President; James DeFranco, Director; and David K. Moskowitz, Senior Vice President, General Counsel and Secretary.

EXECUTIVE COMPENSATION

Executive Officers are compensated by certain subsidiaries of EchoStar. The following table sets forth the cash and non-cash compensation for the fiscal years ended December 31, 1996, 1995 and 1994 for the Named Executive Officers.

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	YEAR	SALARY	BONUS	OTHER ANNUAL COMPENSATION (1)	LONG TERM COMPENSATION AWARDS/ SECURITIES UNDERLYING OPTIONS	ALL OTHER COMPENSATION (2)
Charles W. Ergen	1996	$190,000	$ --	$ --	17,030	$140,680
Chairman and Chief Executive Officer	1995	190,000	--	--	14,705	15,158
	1994	177,578	--	--	53,568	888
Carl E. Vogel (3)	1996	166,923	--	--	--	12,798
President	1995	150,000	--	--	21,641	11,346
	1994	107,300	--	--	375,776	500
R. Scott Zimmer	1996	160,000	--	36,265	--	22,461
Vice Chairman and Vice President	1995	160,000	--	88,229	14,705	32,390
	1994	148,006	--	74,396	42,855	18,990
James DeFranco	1996	160,000	--	--	--	48,990
Executive Vice President and Director	1995	156,923	--	--	11,764	15,158
	1994	154,461	--	--	42,855	1,000
Steven B. Schaver	1996	142,498	11,787	14,340	--	12,516
Chief Operating Officer and Chief Financial	1995	116,755	21,012	4,777	23,240	10,597
Officer	1994	85,602	--	--	10,713	--
David K. Moskowitz	1996	142,692	10,000	--	7,495	12,994
Senior Vice President and General Counsel	1995	130,000	10,000	--	28,048	13,270
	1994	125,384	--	--	53,568	1,000

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(1) With respect to Mr. Zimmer and Mr. Schaver, "Other Annual Compensation" includes housing and car allowances related to their overseas assignments. While each Named Executive Officer enjoys certain other perquisites, such perquisites do not exceed the lesser of $50,000 or 10% of each Officer's salary and bonus.

(2) "All Other Compensation" includes amounts contributed to the EchoStar's 401(k) plan and health insurance premiums paid on behalf of the Named Executive Officers. With respect to Mr. Ergen, Mr. DeFranco and Mr. Zimmer, "All Other Compensation" also includes payments made in connection with a tax indemnification agreement between the Corporation and such individuals. With respect to Mr. Zimmer, "All Other Compensation" also includes home leave and education allowances related to his overseas assignment.

(3) Mr. Vogel tendered his resignation in March 1997.

The following table provides information concerning grants of options to purchase shares of Class A Common Stock of EchoStar made in 1996 to the named executive officers.

OPTION GRANTS IN LAST FISCAL YEAR

NAME	NUMBER OF SECURITIES UNDERLYING OPTIONS GRANTED	PERCENT OF TOTAL OPTIONS GRANTED TO EMPLOYEE IN 1996	EXERCISE PRICE PER SHARE	EXPIRATION DATE	GRANT DATE PRESENT VALUE
Charles W. Ergen	17,030(1)	12.3%	$29.36	August 1, 2006	$280,804 (2)
David K. Moskowitz . . .	7,495(1)	5.4%	26.69	August 1, 2006	127,601 (2)

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(1) In August 1996, the Corporation granted options to the Named Executive Officers, among other key employees, to purchase shares of Class A Common Stock. The options vest 20% on August 1, 1997, and 20% thereafter on August 1, 1998, 1999, 2000 and 2001. See "--Stock Incentive Plan." The options expire five years from the date on which each portion of the option first becomes exercisable, subject to early termination in certain circumstances.

(2) Option values reflect Black-Scholes model output for options. The assumptions used in the model were expected volatility of 62%, risk free rate of return of 6.8%, dividend yield of 0%, and time to exercise of six years.

The following table provides information as of December 31, 1996, concerning unexercised options to purchase Class A Common Stock:

FISCAL YEAR END OPTION VALUES

NAME	NUMBER OF SHARES ACQUIRED ON EXERCISE	VALUE REALIZED	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS AT DECEMBER 31, 1996		VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS AT DECEMBER 31, 1996 (1)	
			EXERCISABLE	UNEXERCISABLE	EXERCISABLE	UNEXERCISABLE
Charles W. Ergen	--	$ --	24,367	60,936	$268,108	$465,963
R. Scott Zimmer.	17,000	300,589	3,082	37,478	16,499	384,532
Carl E. Vogel.	322,208	8,566,272	25,753	49,456	286,619	468,031
James DeFranco	--	--	19,494	35,125	228,898	372,767
Steven B. Schaver. . . .	--	--	8,931	25,022	76,524	170,486
David K. Moskowitz . . .	--	--	27,034	62,077	289,817	480,824

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(1) The dollar value of each exercisable and unexercisable option was calculated by multiplying the number of shares of Class A Common Stock underlying the option by the difference between the exercise price of the option and the closing price (as quoted in the Nasdaq National Market) of a share of Class A Common Stock on December 31, 1996.

EXECUTIVE COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION. Prior to October 1995, the Company did not have an Executive Compensation Committee, and its Board of Directors determined all matters concerning executive compensation.

DIRECTOR COMPENSATION. Directors of the Company who are not also Executive Officers of the Company receive $500 for each meeting of the Board of Directors attended and are reimbursed for reasonable travel expenses related to attendance at Board meetings. Directors of the Company are elected annually by the stockholders of the Company. Directors of the Company are not compensated for their services as Directors. Directors who are not also employees of the Company are granted shares of options under the 1995 Nonemployee Director Stock Option Plan (the "Director Plan") to acquire 1,000 shares of Class A Common Stock of the Company upon election to the Board. Each of Messrs. Angelich and Friedlob was granted options to acquire 1,000 shares of Class A Common Stock of the Company on December 22, 1995 pursuant to the Director Plan. These options were 100% vested upon issuance and have an exercise price of $20.25 per share and a term of five years. Additionally, in February

1997, each of Messrs. Angelich and Friedlob was granted options to acquire 5,000 shares of Class A Common Stock of the Company. These options were 100% vested upon issuance and have an exercise price of $17.00 and a term of five years.

STOCK INCENTIVE PLAN. The Company adopted the Incentive Plan to provide incentives to attract and retain Executive Officers and other key employees. The Company's Executive Compensation Committee administers the Incentive Plan. Key employees are eligible to receive awards under the Incentive Plan, in the Committee's discretion.

Awards available under the Incentive Plan include: (i) common stock purchase options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; (iv) performance awards; (v) dividend equivalents; and (vi) other stock-based awards. The Company has reserved up to 10.0 million shares of Class A Common Stock for granting awards under the Incentive Plan. Under the terms of the Incentive Plan, the Executive Compensation Committee retains discretion, subject to plan limits, to modify the terms of outstanding awards and to reprice awards.

Pursuant to the Incentive Plan, the Company has granted options to its Executive Officers and other key employees for the purchase of a total of 1,303,147 shares of Class A Common Stock. These options generally vest at the rate of 20% per year, commencing one year from the date of grant and 20% thereafter on each anniversary of the date of grant. The exercise prices of these options range between $9.33 and $29.36 per share of Class A Common Stock.

LAUNCH BONUS PLAN. Effective September 9, 1996, the Corporation granted a performance award of ten shares of Class A Common Stock to all full-time employees with more than 90 days of service. The total number of shares granted relative to the performance award approximated 7,390 shares.

401(K) PLAN. In 1983, the Corporation adopted a defined-contribution tax-qualified 401(k) plan. The Corporation's employees become eligible for participation in the 401(k) plan upon completing six months of service with the Corporation and reaching age 21. 401(k) plan participants may contribute an amount equal to not less than 1% and not more than 15% of their compensation in each contribution period. The Corporation may make a 50% matching contribution up to a maximum of $1,000 per participant per calendar year. The Corporation may also make an annual discretionary profit sharing or employer stock contribution to the 401(k) plan with the approval of the Board of Directors.

401(k) plan participants are immediately vested in their voluntary contributions, plus actual earnings thereon. The balance of the vesting in 401(k) plan participants' accounts is based on years of service. A participant becomes 10% vested after one year of service, 20% vested after two years of service, 30% vested after three years of service, 40% vested after four years of service, 60% vested after five years of service, 80% vested after six years of service, and 100% vested after seven years of service.

In March 1997, the Corporation contributed an additional 55,000 shares of Class A Common Stock to the 401(k) plan as a discretionary employer stock contribution. A total of 60,000 shares of Class A Common Stock (including 5,000 shares of Class A Common Stock which were contributed for plan year 1995 but not allocated) were allocated to individual participant 401(k) accounts in proportion to their 1996 eligible compensation. These shares are subject to the seven-year vesting schedule previously described. Shares of Class A Common Stock allocated to the 401(k) accounts of the Named Executive Officers pursuant to the 1996 discretionary employer stock contribution were as follows: (i) Charles W. Ergen, 677 shares; (ii) Carl E. Vogel, 677 shares; (iii) R. Scott Zimmer, 677 shares; (iv) James DeFranco, 677 shares; (v) Steven B. Schaver, 676 shares; (vi) David K. Moskowitz, 677 shares; and (vii) all Officers and Directors as a group, 4,736 shares.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Certain subsidiaries of EchoStar have agreed to indemnify Charles W. Ergen, Chairman and Chief Executive Officer of EchoStar, James DeFranco, Executive Vice President of EchoStar, R. Scott Zimmer, Vice Chairman and Vice President of EchoStar, and Cantey M. Ergen, a former Director of HTS and the spouse of Charles W. Ergen, for any adjustments to such individuals' federal, state or local income taxes resulting from adjustments to EchoStar's subsidiaries' taxable income or loss, tax credits or tax credit recapture for years during which such individuals were shareholders of such subsidiaries and such subsidiaries elected to be taxed as Subchapter S corporations. This indemnity agreement also covers interest, penalties and additions to tax, as well as fees and expenses, including attorneys' and accountants' fees, if any.

As of December 31, 1996 and March 31, 1997, accrued dividends on the Dish Series A Preferred Shares and the Preferred Shares of EchoStar payable to Messrs. Ergen and DeFranco aggregated $3.1 million and $3.5 million, and $167,000 and $182,000, respectively.

Since March 1995, Mr. Ergen has served on the Board of Directors of SSET. In 1994, EchoStar purchased $8.75 million of SSET's seven-year, 6.5% subordinated convertible debentures. In December 1994, DirectSat Corporation, a subsidiary of SSET, was merged with a wholly-owned subsidiary of EchoStar. As a result of this merger, SSET acquired 800,780 shares of Class A Common Stock of EchoStar. On September 6, 1996, SSET repurchased $3.5 million of the outstanding convertible debentures and paid all outstanding accrued interest through that date. As of December 31, 1996, the SSET debentures, if converted, would have represented approximately 5% of SSET's outstanding common stock. The total amount owed by SSET to EchoStar as of December 31, 1996 and March 31, 1997 related to the convertible debentures was approximately $3.6 million and $4.1 million, respectively, including accrued interest.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, to the best knowledge of the EchoStar, the beneficial ownership of the EchoStar's equity securities as of May 31, 1997 by: (i) each person known by the Corporation to be the beneficial owner of more than five percent of any class of the Corporation's capital stock; (ii) each Director of the Corporation; (iii) each person acting as an executive officer of the Company; and (iv) all Directors and Executive Officers as a group. Unless otherwise indicated, each person listed in the following table (alone or with family members) has sole voting and dispositive power over the shares listed opposite such person's name.

NAME (1)	NUMBER OF SHARES	PERCENTAGE OF CLASS
8% SERIES A CUMULATIVE PREFERRED STOCK:		
Charles W. Ergen (2)	1,535,847	95.0%
James DeFranco	80,834	5.0%
All Directors and Executive Officers as a Group (nine persons)	1,616,681	100.0%
CLASS A COMMON STOCK:		
Charles W. Ergen (3), (4), (5)	31,384,213	72.0%
James DeFranco (6), (4)	1,525,320	3.5%
FMR Corp. (7)	1,186,459	2.7%
R. Scott Zimmer (8), (4)	819,836	1.9%
T. Rowe Price Associates, Inc. (9)	755,000	1.7%
SSE Telecom, Inc. (10)	709,780	1.6%
Chancellor LGT Asset Management, Inc. (11)	609,200	1.4%
David K. Moskowitz (12), (4)	48,022	*
Steven B. Schaver (13), (4)	12,781	*
All Directors and Executive Officers as a Group (nine persons)(4),(14)	33,857,895	77.7%
CLASS B COMMON STOCK:		
Charles W. Ergen	29,804,401	100.0%
All Directors and Executive Officers as a Group (nine persons)	29,804,401	100.0%

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* Less than 1%.

(1) Except as otherwise noted, the address of each such person is 90 Inverness Circle East, Englewood, Colorado 80112-5300.

(2) Includes 1,125,000 Preferred Shares held in trust for the benefit of Mr. Ergen's minor children and other members of his family. Mr. Ergen's spouse is the trustee for that trust.

(3) Includes: (i) the right to acquire 38,022 shares of Class A Common Stock within 60 days upon the exercise of employee stock options; (ii) 29,804,401 shares of Class A Common Stock issuable upon conversion of Mr. Ergen's shares of Class B Common Stock; (iii) 410,847 shares of Class A Common Stock issuable upon conversion of Mr. Ergen's Preferred Shares; and (iv) 1,125,000 shares of Class A Common Stock issuable upon conversion of Preferred Shares held in trust for the benefit of Mr. Ergen's minor children and other members of his family.

(4) Beneficial ownership percentage was calculated assuming exercise or conversion of all shares of Class B Common Stock, Preferred Stock, Warrants and employee stock options exercisable within 60 days (collectively, the "Derivative Securities") into shares of Class A Common Stock by all holders of such Derivative Securities. Assuming exercise or conversion of Derivative Securities by such person, and only by such person, the beneficial ownership of shares of Class A Common Stock would be as follows: Mr. Ergen, 72.7%; Mr. DeFranco, 12.8%, Mr. Zimmer, 6.9%; Mr. Moskowitz and Mr. Schaver, less than one percent, and all Officers and Directors as a group, 77.9%.

(5) The percentage of total voting power held by Mr. Ergen is 96.0% after giving effect to the exercise of the Warrants and employee stock options.

(6) Includes: (i) the right to acquire 30,417 shares of Class A Common Stock within 60 days upon the exercise of employee stock options; (ii) 80,834 shares of Class A Common Stock issuable upon conversion of Mr. DeFranco's Preferred Shares; (iii) 751 shares of Class A Common Stock held as custodian for his minor children; and (iv) 375,000 shares of Class A Common Stock controlled by Mr. DeFranco as general partner of a partnership.

(7) Based on information available to the Corporation, FMR Corp. owned 10.0% of the shares of Class A Common Stock. The address of FMR Corp. is 82 Devonshire Street, Boston, Massachusetts 02109.

(8) Includes: (i) the right to acquire 14,593 shares of Class A Common Stock within 60 days upon the exercise of employee stock options; (ii) 700 shares of Class A Common Stock owned jointly with members of his family; and (iii) 100,000 shares of Class A Common Stock held in trust for the benefit of Mr. Zimmer's children and other members of his family. Mr. Zimmer's spouse is the trustee for that trust.

(9) Based on information available to the Corporation, T. Rowe Price Associates, Inc. owned 6.4% of the shares of Class A Common Stock. The address of T. Rowe Price Associates, Inc. is 100 E. Pratt Street, Baltimore, Maryland 21202.

(10) Based on information available to the Corporation, SSET owns 6.0% of the shares of Class A Common Stock. The address of SSET is 8230 Leesburg Pike, Suite 710, Vienna, Virginia 22182.

(11) Based on information available to the Corporation, Chancellor LGT Asset Management, Inc. owned 5.2% of the shares of Class A Common Stock. The address of Chancellor LGT Asset Management, Inc. is 1166 Avenue of the Americas, New York, New York 10036.

(12) Includes (i) the right to acquire 40,394 shares of Class A Common Stock within 60 days upon the exercise of employee stock options; (ii) 166 shares of Class A Common Stock held as custodian for his minor children; (iii) 1,023 shares of Class A Common Stock held in trust for the benefit of Mr. Moskowitz's and other family members; and (iv) 3,000 shares of Class A Common Stock owned jointly with Mr. Moskowitz's spouse.

(13) Includes the right to acquire 12,779 shares of Class A Common Stock within 60 days upon the exercise of employee stock options.

(14) Includes: (i) the right to acquire 168,622 shares of Class A Common Stock within 60 days upon the exercise of employee stock options; (ii) 375,000 shares of Class A Common Stock held in a partnership; (iii) 1,616,681 shares of Class A Common Stock issuable upon conversion of Preferred Shares; (iv) 29,804,401 shares of Class A Common Stock issuable upon conversion of shares of Class B Common Stock; (v) 101,023 shares of Class A Common Stock held in the name of, or in trust for, minor children and other family members; and (vi) 3,700 shares of Class A Common Stock owned by or jointly with family members.

DESCRIPTION OF CERTAIN INDEBTEDNESS

Set forth below is a summary of certain indebtedness to which Dish and ESBC are subject. This summary does not purport to be complete and is qualified in its entirety by reference to the applicable agreements, copies of which may be obtained from the Company.

1994 NOTES

On June 7, 1994, Dish issued 624,000 units, consisting of the 1994 Notes, and 3,744,000 Class A Common Stock Purchase Warrants (the "Warrants"). Issuance of the 1994 Notes resulted in net proceeds to Dish of approximately $323.3 million (including amounts attributable to issuance of the Warrants and after payment of underwriting discount and other issuance costs aggregating approximately $12.6 million). The 1994 Notes bear interest at a rate of 12 7/8%, computed on a semi-annual bond equivalent basis. Interest on the 1994 Notes will not be payable in cash prior to June 1, 1999, with the 1994 Notes accreting to a principal amount at stated maturity of $624.0 million by that date. Commencing December 1, 1999, interest on the 1994 Notes will be payable in cash on December 1 and June 1 of each year. The 1994 Notes mature on June 1, 2004.

The 1994 Notes rank senior in right of payment to all subordinated indebtedness of Dish and PARI PASSU in right of payment with all other senior indebtedness of Dish, subject to the terms of an Intercreditor Agreement between Dish, certain of its principal subsidiaries, and certain creditors thereof. The 1994 Notes are secured by liens on certain assets of Dish and its subsidiaries, including EchoStar I and EchoStar II and all other components of the EchoStar DBS System owned by Dish and its subsidiaries. The 1994 Notes are further guaranteed by each material direct subsidiary of Dish. Although the 1994 Notes are titled "Senior": (i) Dish has not issued, and does not have any current arrangements to issue, any significant indebtedness to which the 1994 Notes would be senior and (ii) the 1994 Notes are subordinated to certain obligations of Dish's subsidiaries with respect to deferred payments on EchoStar I and EchoStar II. The 1996 Notes and Notes are effectively subordinated to the 1994 Notes and all other liabilities of Dish and its subsidiaries.

Except under certain circumstances requiring prepayment premiums, and in other limited circumstances, the 1994 Notes are not redeemable at Dish's option prior to June 1, 1999. Thereafter, the 1994 Notes will be subject to redemption, at the option of Dish, in whole or in part, at redemption prices ranging from 104.828% during the year commencing June 1, 1999 to 100% of principal amount at stated maturity on or after June 1, 2002, together with accrued and unpaid interest thereon to the redemption date. On each of June 1, 2002 and June 1, 2003, Dish will be required to redeem 25% of the original aggregate principal amount of 1994 Notes at a redemption price equal to 100% of principal value at stated maturity thereof, together with accrued and unpaid interest thereon to the redemption date. The remaining principal of the 1994 Notes matures on June 1, 2004.

In the event of a change of control and upon the occurrence of certain other events, as described in the 1994 Notes Indenture, Dish will be required to make an offer to each holder of 1994 Notes to repurchase all or any part of such holder's 1994 Notes at a purchase price equal to 101% of the accreted value thereof on the date of purchase, if prior to June 1, 1999, or 101% of the aggregate principal amount at stated maturity thereof, together with accrued and unpaid interest thereon to the date of purchase, if on or after June 1, 1999.

The 1994 Notes Indenture contains restrictive covenants that, among other things, impose limitations on Dish and its subsidiaries with respect to their ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) sell assets; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to Dish's subsidiaries; (vi) merge, consolidate or sell assets; and (vii) enter into transactions with affiliates. In addition, Dish, may pay dividends on its equity securities only if (1) no default exists under the 1994 Notes Indenture; and (2) after giving effect to such dividends, Dish's ratio of total indebtedness to cash flow (calculated in accordance with the 1994 Notes Indenture) would not exceed 4.0 to 1.0. Moreover, the aggregate amount of such dividends generally may not exceed the sum of 50% of Dish's consolidated net income (less 100% of consolidated net losses) (calculated in accordance with the 1994 Notes Indenture) from April 1, 1994, plus 100% of the aggregate net proceeds received by Dish from the sale and issuance of certain equity interests of Dish (including common stock).

The Warrants became separately transferable and exercisable on December 1, 1994. Each Warrant entitles the registered holder thereof to purchase from Dish one share of Class A Common Stock at a purchase price of $0.01 per share, which price has been paid in advance. No additional amounts are required to be paid upon exercise of the Warrants. The Warrants expire on June 1, 2004. Substantially all of the Warrants have been exercised.

1996 NOTES

On March 25, 1996, ESBC completed the 1996 Notes Offering consisting of $580.0 million aggregate principal amount at stated maturity of the 1996 Notes. The 1996 Notes Offering resulted in net proceeds to ESBC of approximately $336.9 million (after payment of underwriting discount and other issuance costs aggregating approximately $13.1 million). The 1996 Notes bear interest at a rate of 13 1/8%, computed on a semi-annual bond equivalent basis. Interest on the 1996 Notes will not be payable in cash prior to March 15, 2000, with the 1996 Notes accreting to a principal amount at stated maturity of $580.0 million by that date. Commencing September 15, 2000, interest on the 1996 Notes will be payable in cash on September 15 and March 15 of each year. The 1996 Notes mature on March 15, 2004.

The 1996 Notes rank PARI PASSU in right of payment with all senior indebtedness of ESBC. The 1996 Notes are guaranteed on a subordinated basis by ESBC's parent, EchoStar, and are secured by liens on certain assets of ESBC, EchoStar and certain of EchoStar's subsidiaries, including all of the outstanding capital stock of Dish, which currently owns substantially all of EchoStar's operating subsidiaries. Although the 1996 Notes are titled "Senior": (i) ESBC has not issued, and does not have any plans to issue, any indebtedness to which the 1996 Notes would be senior; and (ii) the 1996 Notes are effectively subordinated to all liabilities of EchoStar (except liabilities to general creditors) and its other subsidiaries (except liabilities of ESBC), including liabilities to general creditors.

Except under certain circumstances requiring prepayment premiums, and in other limited circumstances, the 1996 Notes are not redeemable at ESBC's option prior to March 15, 2000. Thereafter, the 1996 Notes are subject to redemption, at the option of ESBC, in whole or in part, at redemption prices ranging from 106.5625% during the year commencing March 15, 2000 to 100% on or after March 15, 2003 of principal amount at stated maturity, together with accrued and unpaid interest thereon to the redemption date. The entire principal balance of the 1996 Notes will mature on March 15, 2004.

In the event of a change of control, as described in the 1996 Notes Indenture, ESBC will be required to make an offer to each holder of 1996 Notes to repurchase all of such holder's 1996 Notes at a purchase price equal to 101% of the accreted value thereof on the date of purchase, if prior to March 15, 2000, or 101% of the aggregate principal amount at stated maturity thereof, together with accrued and unpaid interest thereon to the date of purchase, if on or after March 15, 2000.

The 1996 Notes Indenture contains restrictive covenants that, among other things, impose limitations on ESBC with respect to its ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) sell assets; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to ESBC's subsidiaries; (vi) merge, consolidate or sell assets; and (vii) enter into transactions with affiliates. The 1996 Notes Indenture permits ESBC to pay dividends and make other distributions to the Issuer without restrictions.

DESCRIPTION OF EXCHANGE NOTES

The following summary of certain provisions of: (i) the Indenture; and (ii) the Registration Rights Agreement (the "Registration Rights Agreement"), by and among the Issuer, the Guarantor and the Initial Purchasers, does not purport to be complete and is qualified in its entirety by reference to the Indenture and the Registration Rights Agreement. All material elements of the Indenture and the Registration Rights Agreement are set forth below. The definitions of certain terms used in the following summary are set forth below under "--Certain Definitions." In the following summary, "EchoStar" refers solely to EchoStar Communications Corporation and does not include any direct or indirect subsidiaries of EchoStar. Unless the context otherwise requires, all references herein to the "Notes" shall include the Old Notes and the Exchange Notes.

GENERAL

The Exchange Notes will be issued, and the Old Notes were issued, pursuant to the Indenture among the Issuer, the Guarantor and First Trust National Association, as trustee (the "Trustee"). The terms of the Exchange Notes are the same in all respects (including principal amount, interest rate, maturity, security and ranking) as the terms of the Old Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes (i) are freely transferable by holders thereof (except as provided below) and (ii) are not entitled to certain registration right and certain liquidated damages provisions which are applicable to the Old Notes under the Registration Rights Agreement. The Exchange Notes will be issued under the Indenture governing the Notes. The Exchange Notes are subject to all such terms and holders of the Notes are referred to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The Exchange Notes are subject to all such terms, and holders of the Exchange Notes are referred to the Indenture and the Trust Indenture Act for a statement thereof.

The Notes rank PARI PASSU in right of payment with all senior indebtedness of the Issuer. Although the Notes are titled "Senior": (i) the Issuer has not issued, and does not have any plans to issue, any indebtedness to which the Notes would be senior and (ii) the Notes are effectively subordinated to all liabilities of the Issuer's subsidiaries, including liabilities to general creditors (except to the extent that any subsidiary of the Issuer may guarantee the Notes), and the EchoStar guarantee of the Notes is subordinated to all liabilities of EchoStar (except liabilities to general creditors). As of March 31, 1997, the consolidated liabilities of EchoStar and its Subsidiaries aggregated approximately $1.1 billion. On a pro forma basis, after giving effect to issuance of the Old Notes and application of the net proceeds therefrom, the Issuer's aggregate consolidated Indebtedness as of March 31, 1997, for purposes of the Indenture, would have been approximately $1.3 billion. In addition, the ability of Dish to make distributions to the Issuer is severely limited by the terms of an indenture to which it is subject, and the cash flow generated by the assets and operations of the Issuer's subsidiaries will therefore only be available to satisfy the Issuer's obligations on the Notes to the extent that such subsidiaries are able to make distributions, directly or indirectly, to the Issuer. The Notes will be secured by liens on the capital stock of the Issuer and certain other assets of the Issuer and EchoStar. See "--Security," "--Affiliate Guarantees," "Risk Factors--Springing Guarantees" and "Risk Factors--Risk of Inability to Realize Upon Security Interests."

PRINCIPAL, MATURITY AND INTEREST

The Notes were issued in an aggregate principal amount of $375.0 million which was sufficient to generate net proceeds to the Issuer of approximately $362.5 million. The Notes mature on July 1, 2002. Interest on the Notes accrues at the rate of 12 1/2% per annum and is payable semi-annually in cash on each January 1 and July 1, commencing January 1, 1998, to holders of record on the immediately preceding June 15 and December 15, respectively. Interest will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Notes will be payable both as to principal and interest at the office or agency of the Issuer maintained for such purpose or, at the option of the Issuer, payment of interest may be made by check mailed to the holders of the Notes at their respective addresses set forth in the register of holders of Notes. Until otherwise designated by the Issuer, the Issuer's office or agency will be the office of the Trustee maintained for such purpose. The Exchange Notes will be issued in registered form, without coupons, in denominations of $1,000 and integral multiples thereof.

OPTIONAL REDEMPTION

Except as provided in the next paragraph, the Issuer shall not have the option to redeem the Notes prior to July 1, 2000. Thereafter, the Issuer shall have the option to redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days notice, at the redemption prices (expressed as percentages of principal amount) set forth below, together with accrued and unpaid interest thereon to the applicable redemption date, if redeemed during the 12-month period beginning on July 1 of the years indicated below:

Year	Percentage
2000	106.250%
2001	103.125%
2002	100.000%

Notwithstanding the foregoing, at any time prior to July 1, 2000, the Issuer may redeem Notes at a redemption price equal to 112.50% of the principal amount thereof on the repurchase date with the net proceeds of one public or private sale of Equity Interests (other than Disqualified Stock) of EchoStar, the Issuer or any of their Subsidiaries (other than proceeds from a sale to EchoStar, the Issuer or any of their Subsidiaries); PROVIDED that (a) at least two-thirds in aggregate principal amount of the Notes originally issued remain outstanding immediately after the occurrence of such redemption and (b) such redemption occurs within 120 days of the date of the closing of any such sale.

SELECTION AND NOTICE

If less than all of the Notes are to be redeemed at any time, the selection of Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed, or if the Notes are not so listed on a PRO RATA basis, by lot or in accordance with any other method the Trustee considers fair and appropriate, PROVIDED that no Notes with a principal amount of $1,000 or less shall be redeemed in part. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of them selected shall be in amounts of $1,000 or whole multiples of $1,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed.

OFFER TO PURCHASE UPON CHANGE OF CONTROL

Upon the occurrence of a Change of Control, the Issuer shall make an offer (a "Change of Control Offer") to each Holder of Notes to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of repurchase (the "Change of Control Payment"), PROVIDED that if the date of purchase is on or after an interest record date and on or before the related interest payment date, any accrued interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest shall be paid or payable to Holders who tender Notes pursuant to the Change of Control Offer. Within 15 days following any Change of Control, the Issuer shall mail a notice to the Trustee and each Holder stating:

(a) that the Change of Control Offer is being made pursuant to the covenant entitled "Change of Control" and that all Notes tendered will be accepted for payment;

(b) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 40 days after the date such notice is mailed (the "Change of Control Payment Date");

(c) that any Note not tendered will continue to accrue interest in accordance with the terms of the Indenture;

(d) that, unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date;

(e) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(f) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have such Notes purchased;

(g) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof; and

(h) any other information material to such Holder's decision to tender the Notes.

The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes in connection with a Change of Control. Due to the highly leveraged structure of the Issuer and the terms of other indebtedness to which EchoStar and the Issuer's Subsidiaries are subject, the Issuer may not be able to repurchase all of the Notes tendered for purchase upon the occurrence of a Change of Control. If the Issuer fails to repurchase all of the Notes tendered for purchase upon the occurrence of a Change of Control, such failure will constitute an Event of Default. See " - Events of Default and Remedies."

Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the holders of the Notes to require that the Issuer repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

OFFER TO PURCHASE UPON THE OCCURRENCE OF CERTAIN EVENTS

In the event that:

(a) EchoStar and its Subsidiaries do not have the right to use orbital slot authorizations granted by the FCC covering a minimum of 21 transponders at a single Full-CONUS Orbital Slot; or

(b) EchoStar and its Subsidiaries at any time fail to timely obtain or maintain any material license or permit that is necessary to operate EchoStar I or EchoStar II in the manner and in accordance with the plan of operations described in the Prospectus (unless (i) EchoStar or any of its Subsidiaries is contesting the loss of such license or permit in good faith at the FCC and has not exhausted its remedies at the FCC and (ii) EchoStar (together with any Subsidiary) continue to have the right to use such license or permit if previously obtained);

the Issuer will be required to make an offer (an "Offer to Purchase") (i) in the case of clause (a), to repurchase one-half of all outstanding Notes and (ii) in the case of clause (b), to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of each Holder's Notes, in each case at a purchase price (the "Offer Payment") equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of purchase.

Within 15 days following any event described above, the Issuer shall mail a notice to each Holder stating, among other things:

(i) that the Offer to Purchase is being made pursuant to the covenant entitled "Offer to Purchase upon the Occurrence of Certain Events";

(ii) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 40 days after the date such notice is mailed (the "Offer Payment Date");

(iii) that any Notes not tendered will continue to accrue interest in accordance with the terms of the Indenture;

(iv) that, unless the Issuer defaults in the payment of the Offer Payment, all Notes accepted for payment pursuant to the Offer to Purchase shall cease to accrue interest after the Offer Payment Date;

(v) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Offer Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have such Notes purchased;

(vi) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof; and

(vii) any other information material to such Holder's decision to tender the Notes.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes in connection with an Offer to Purchase. Due to the highly leveraged structure of the Issuer and the terms of other indebtedness to which EchoStar and the Issuer's Subsidiaries are subject, the Issuer may not be able to repurchase all of the Notes required to be purchased by it in connection with an Offer to Purchase. If the Issuer fails to repurchase all of the Notes required to be purchased by it in connection with an Offer to Purchase, such failure will constitute an "Event of Default." See "--Events of Default and Remedies."

SIGNIFICANT TRANSACTIONS

EchoStar or any of its Subsidiaries may enter into a transaction or series of transactions (a "Significant Transaction") with another entity (a "Strategic Partner"), notwithstanding the fact that such Significant Transaction would otherwise be prohibited under the terms of the Indenture, in which EchoStar or any such Subsidiary (i) sells, leases, conveys or otherwise disposes of any of its assets (including by way of a sale-and-leaseback transaction) to such Strategic Partner or (ii) makes an Investment in or receives an Investment from such Strategic Partner; PROVIDED that :

(i) EchoStar or such Subsidiary receives fair market value for any property or assets (including capital stock) transferred in such Significant Transaction in the opinion of a majority of the Board of Directors of EchoStar as evidenced by an Officers' Certificate delivered to the Trustee and an investment banking firm of national standing selected by the Issuer; and

(ii) prior to the consummation of such Significant Transaction, the Issuer makes an offer (a "Special Offer to Purchase") to each Holder of Notes to repurchase, within 15 days following the consummation of such Significant Transaction, all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of purchase (in either case, the "Special Offer Payment").

At least 30 days prior to the consummation of such Significant Transaction, the Issuer shall mail a notice to each Holder stating:

(a) that the Special Offer to Purchase is being made pursuant to the covenant entitled "Significant Transactions";

(b) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 60 days after the date such notice is mailed (the "Special Offer Payment Date");

(c) that any Notes tendered will only be repurchased in the event that such Significant Transaction is consummated;

(d) that any Notes not tendered or not repurchased will continue to accrue interest in accordance with the terms of the Indenture;

(e) that, if such Significant Transaction is consummated, unless the Issuer defaults in the payment of the Special Offer Payment, all Notes accepted for payment pursuant to the Special Offer to Purchase shall cease to accrue interest after the Special Offer Payment Date;

(f) that Holders electing to have any Notes purchased pursuant to an Offer to Purchase will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Special Offer Payment Date;

(g) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Special Offer Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have such Notes purchased;

(h) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof; and

(i) a description of such Significant Transaction, as well as any other information material to such Holder's decision to tender Notes.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Special Offer to Purchase. Due to the highly leveraged structure of the Issuer and the terms of other indebtedness to which EchoStar and the Issuer's Subsidiaries are subject, the Issuer may not be able to repurchase all of the Notes tendered for purchase in connection with a Special Offer to Purchase. If a Significant Transaction is consummated and the Issuer fails to repurchase all of the Notes tendered for purchase, such failure will constitute an Event of Default. See " - Events of Default and Remedies."

DISBURSEMENT OF FUNDS ESCROW ACCOUNTS

The Issuer placed $109.0 million of the net proceeds realized from the sale of the Notes in the Interest Escrow Account held by the Escrow Agent for the benefit of the Holders of the Notes. The disbursement of such funds is governed by the Interest Escrow Agreement. Such funds, together with the proceeds from the investment thereof, will secure, and will be sufficient (and shall be applied) to pay, the first five semi-annual interest payments on the Notes. Funds will be released from the Interest Escrow Account, pro rata, to reflect any reduction in the outstanding principal amount of Notes prior to the fifth semi-annual interest payment date.

The Issuer placed $112.0 million of the net proceeds realized from the sale of the Notes into a Satellite Escrow Account to be held by the Escrow Agent for the benefit of the Holders of the Notes. The disbursement of such funds is governed by the Satellite Escrow Agreement. The Escrow Agent will not be permitted to disburse any proceeds from the Satellite Escrow Account unless the Issuer delivers an Officers' Certificate, prior to such disbursement, to the Trustee and the Escrow Agent certifying that such funds will be applied toward required payments under the Satellite Contract or Launch Contract relating to EchoStar IV or toward a payment on Launch Insurance or In-Orbit Insurance for EchoStar IV. Funds from the Satellite Escrow Account will be released therefrom, on a dollar-for-dollar basis, to the extent that the Additional Payment Obligations of the Issuer, EchoStar or any of the Issuer's Subsidiaries are contractually deferred to a date after the launch date of EchoStar IV as evidenced by an Officers' Certificate delivered to the Trustee and Escrow Agent.

Pending disbursement, funds maintained in the Interest Escrow Account and the Satellite Escrow Account will be invested in Marketable Securities. The Notes are secured by, among other things, a first priority security interest in the Interest Escrow Account and the Satellite Escrow Account.

CERTAIN COVENANTS

RESTRICTED PAYMENTS. The Issuer shall not, and shall not permit any of its Restricted Subsidiaries, to, directly or indirectly,

(a) declare or pay any dividend or make any distribution on account of any Equity Interests of the Issuer or any of its Subsidiaries, other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Issuer or dividends or distributions payable to any Wholly Owned Subsidiary of the Issuer (other than Unrestricted Subsidiaries of the Issuer);

(b) purchase, redeem or otherwise acquire or retire for value any outstanding Equity Interests of EchoStar, any of its Subsidiaries or any other Affiliate of EchoStar, other than any such Equity Interests owned by the Issuer or any of its Wholly Owned Subsidiaries (other than Unrestricted Subsidiaries of the Issuer);

(c) voluntarily purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is expressly subordinated in right of payment to the Notes, except in accordance with the scheduled mandatory redemption or repayment provisions set forth in the original documentation governing such Indebtedness or

(d) make any Restricted Investment (all such prohibited payments and other actions set forth in clauses (a) through (d) above being collectively referred to as "Restricted Payments"), unless, at the time of such Restricted Payment:

(1) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) after giving effect to such Restricted Payment and the incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Indebtedness to Cash Flow Ratio of the Issuer would not have exceeded 6.0 to 1; and

(3) such Restricted Payment, together with the aggregate of all other Restricted Payments made by the Issuer after the date of the Indenture, is less than the sum of: (A) the difference of cumulative (x) Consolidated Cash Flow determined at the time of such Restricted Payment (or, in case such Consolidated Cash Flow shall be a deficit, minus 100% of such deficit) minus (y) 150% of Consolidated Interest Expense of the Issuer, each as determined for the period (taken as one period) from July 1, 1997 to the end of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment; plus (B) an amount equal to 100% of the aggregate net cash proceeds received by the Issuer and its Subsidiaries from the issue or sale of Equity Interests (other than Disqualified Stock) of the Issuer or EchoStar (other than Equity Interests sold to a Subsidiary of the Issuer or EchoStar, and PROVIDED that any sale of Equity Interests of EchoStar shall only be included in such calculation to the extent that the proceeds thereof are contributed to the capital of the Issuer other than as Disqualified Stock or Indebtedness), since the date of the Indenture.

The foregoing provisions will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at such date of declaration such payment would have complied with the provisions of the Indenture;

(2) the redemption, repurchase, retirement or other acquisition of any Equity Interests of the Issuer in exchange for, or out of the net proceeds of, the substantially concurrent sale (other than to a Subsidiary of the Issuer) of other Equity Interests of the Issuer (other than Disqualified Stock);

(3) the payment of dividends on, or the redemption of, the Dish Preferred Stock;

(4) Investments in an aggregate amount not to exceed $20 million; PROVIDED that such Investments are in businesses of the type described under "-- Activities of EchoStar";

(5) Investments to fund the financing activity of THE in the ordinary course of its business in an amount not to exceed, as of the date of determination, the sum of (A) $25.0 million plus (B) 30% of the aggregate cost to DNCC for each Satellite Receiver purchased by DNCC and leased by DNCC to a retail consumer in excess of 100,000 units;

(6) the purchase of employee stock options, or capital stock issued pursuant to the exercise of employee stock options, in an aggregate amount not to exceed $2 million in any calendar year and in an aggregate amount not to exceed $10 million since the date of the Indenture;

(7) a Permitted Refinancing (as defined below in " - Incurrence of Indebtedness, Issuance of Disqualified Stock and Issuance of Preferred Equity Interests of Subsidiaries");

(8) Investments in an amount equal to the net proceeds received by the Issuer or any of its Restricted Subsidiaries from the issue and sale of Equity Interests of EchoStar (other than Equity Interests sold to a Subsidiary of EchoStar and other than Disqualified Stock), since the date of the Indenture; PROVIDED that the entity making such Investment (if other than the Issuer) receives a capital contribution from EchoStar in an amount greater than or equal to the amount of such Investment;

(9) the purchase of odd-lots of Equity Interests of EchoStar, in an amount not to exceed $1 million in the aggregate;

(10) Investments in ExpressVu Inc. or an Affiliate thereof, in an amount not to exceed the amount necessary to exercise the purchase options granted, through the date of the Indenture, to EchoStar or its Subsidiaries with respect to ExpressVu, Inc.;

(11) Investments in ABCN, Inc. or an Affiliate thereof, in an amount not to exceed the amount necessary to exercise the purchase options granted, through the date of the Indenture, to EchoStar or its Subsidiaries with respect to ABCN, Inc.; or

(12) the payment of any dividend, or making of any distribution or Investment, the proceeds of which are, within five Business Days of receipt thereof, used to pay for the construction, launch, operation or insurance of EchoStar III, PROVIDED that at the time of any such payment, distribution or Investment, EchoStar III shall be owned by EchoStar or any Wholly Owned Subsidiary of EchoStar.

Restricted Payments made pursuant to clauses (1) and (8) shall be included as Restricted Payments in any computation made pursuant to clause (iii) above.

Not later than the date of making any Restricted Payment, the Issuer shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by the covenant "Restricted Payments" were computed, which calculations shall be based upon the Issuer's latest available financial statements.

INCURRENCE OF INDEBTEDNESS, ISSUANCE OF DISQUALIFIED STOCK AND ISSUANCE OF PREFERRED EQUITY INTERESTS OF SUBSIDIARIES. The Indenture provides that the Issuer shall not, and the Issuer shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guaranty or otherwise become directly or indirectly liable with respect to (collectively, "incur") any Indebtedness (including Acquired Debt) and the Issuer shall not, and the Issuer shall not permit any of its Restricted Subsidiaries to, issue any Disqualified Stock or any Preferred Equity Interest; PROVIDED, HOWEVER, that notwithstanding the foregoing the Issuer and each of its Restricted Subsidiaries may incur Indebtedness or issue Disqualified Stock if, after giving effect to the incurrence of such Indebtedness or the issuance of such Disqualified Stock and the application of the net proceeds thereof, the Indebtedness to Cash Flow Ratio of the Issuer would not have exceeded 6.0 to 1.

The foregoing limitation will not apply to:

(i) the incurrence of the Deferred Payments and letters of credit with respect thereto;

(ii) the incurrence of Bank Debt;

(iii) the incurrence of Indebtedness in an aggregate amount not to exceed $15 million upon a finding by the Issuer (evidenced by a resolution of the Board of Directors of EchoStar set forth in an Officers' Certificate delivered to the Trustee) that such Indebtedness is necessary to finance costs in connection with the development, construction, launch or insurance of EchoStar III or IV (or any permitted replacements thereof), PROVIDED that such Indebtedness is subordinated by its terms in right and priority of payment to the Notes;

(iv) Indebtedness between and among the Issuer and each of its Restricted Subsidiaries;

(v) Acquired Debt of a person incurred prior to the date upon which such person was acquired by the Issuer or any of its Subsidiaries (excluding Indebtedness incurred by such entity other than in the ordinary course of its business in connection with, or in contemplation of, such entity being so acquired) in an aggregate principal amount not to exceed $15 million, PROVIDED that such Indebtedness and the holders thereof do not at any time have direct or indirect recourse to any property or assets of the Issuer or any of its Subsidiaries other than the property and assets of such acquired entity and its Subsidiaries;

(vi) Existing Indebtedness;

(vii) additional Indebtedness in an aggregate amount not to exceed $15 million at any one time outstanding;

(viii) the incurrence of Purchase Money Indebtedness by the Issuer and any Restricted Subsidiary in an aggregate amount not to exceed $30 million at any one time outstanding; or

(ix) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace, substitute or refund Indebtedness referred to in clauses (1), (3), (5), (6), (7) and (8) above ("Refinancing Indebtedness"); PROVIDED, HOWEVER, that (A) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount and accrued interest of the Indebtedness so extended, refinanced, renewed, replaced, substituted or refunded; (B) the Refinancing Indebtedness shall have a final maturity later than, and a Weighted Average Life to Maturity equal to or greater than; the final maturity and Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced or refunded; and (C) the Refinancing Indebtedness shall be subordinated in right of payment to the Notes, if at all, on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced or refunded (a "Permitted Refinancing").

ASSET SALES; TRANSFER OF ECHOSTAR IV. If the Issuer or any of its Restricted Subsidiaries, in a single transaction or a series of related transactions:

(a) sells, leases, conveys or otherwise disposes of any assets (including by way of a sale-and-leaseback transaction), other than (i) sales of inventory in the ordinary course of business, (ii) sales to the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer by any Restricted Subsidiary of the Issuer, (iii) sales of accounts receivable by EAC or DNCC for cash in an amount at least equal to the fair market value of such accounts receivable or (iv) sales of rights to satellite launches (PROVIDED that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer shall be governed by the provisions of the Indenture described below under the caption "Merger, Consolidation, or Sale of Assets");

(b) issue or sell equity securities of any Restricted Subsidiary of the Issuer, in the case of either (a) or (b) above, which assets or securities (i) have a fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value of such assets exceeds $20 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Issuer) in excess of $10 million or (ii) are sold or otherwise disposed of for net proceeds in excess of $10 million (each of the foregoing, an "Asset Sale") then:

(A) The Issuer or such Restricted Subsidiary, as the case may be, must receive consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value of

such assets exceeds $20 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Issuer) of the assets sold or otherwise disposed of; and

(B) at least 80% of the consideration therefor received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; provided, however, that the Issuer may consider up to $15 million of non-cash assets at any one time to be cash for purposes of this clause (B), PROVIDED that the provisions of the next paragraph are complied with as such non-cash assets are converted to cash.

The Indenture provides that the Net Proceeds from such Asset Sale shall be placed in the Satellite Escrow Account, and shall be disbursed only: (i) to make Receiver Subsidies, to buy or lease satellite frequencies at orbital slots or to purchase tangible assets to be used in the business of EchoStar as described " - Activities of EchoStar," or if any satellite is sold after launch, only to purchase a replacement satellite or (ii) as set forth in the next sentence. Any Net Proceeds from any Asset Sale that are not applied or invested as provided in the preceding sentence within 180 days after such Asset Sale, and not applied to an offer to repurchase 1994 Notes required by the 1994 Notes Indenture or 1996 Notes required by the 1996 Notes Indenture, shall constitute "Excess Proceeds" and shall be applied to an offer to purchase Notes as set forth under " - Excess Proceeds Offer."

Notwithstanding the foregoing or any other provision of the Indenture to the contrary, (i) any of DBSC, EchoStar Satellite Corporation or DirectSat Corporation may transfer its right and interest in any permits and licenses relating to the use of channels at the 166DEG. WL or 175DEG. WL orbital slot, or any portions thereof, without receiving any consideration and (ii) the Issuer may lease EchoStar IV to any Wholly Owned Subsidiary of EchoStar (other than an Unrestricted Subsidiary of the Issuer) without receiving any consideration provided (A) either (1) such Subsidiary has the right to operate at a full-CONUS orbital slot and EchoStar IV is used in such orbital slot or (2)(x) there has been a full or partial launch or in-orbit failure of EchoStar III, (y) such Subsidiary has the right to operate at the 61.5DEG. WL orbital slot and (z) EchoStar IV is used in such orbital slot and (B) prior to or contemporaneously with executing such lease, the Issuer delivers to the Trustee an Opinion of Counsel (which Opinion of Counsel may be subject to customary qualifications and exceptions), substantially to the effect that (i) such lease is not prohibited by applicable laws, rules or regulations (or any required consents, approvals or filings have been obtained or made, as the case may be), (ii) such lease will not result in a default or breach under any indenture or under any material contract, agreement or understanding to which the Issuer is a party or by which it or its properties is bound, and (iii) immediately following such lease, the Trustee for the benefit of the Holders of the Notes will maintain its security interest in EchoStar IV and all other collateral which, immediately prior to such lease, secured the Issuer's or any Guarantor's obligations under the Notes or Guarantee, as the case may be.

The Issuer will not launch, move or otherwise assign (collectively, "Transfer") EchoStar IV into an orbital slot other than 148DEG. WL unless prior to or contemporaneously with such Transfer the Issuer delivers to the Trustee an Opinion of Counsel (which Opinion of Counsel may be subject to customary qualifications and exceptions) substantially to the effect that (i) such Transfer is not prohibited by applicable laws, rules or regulations (or any required consents, approvals or filings have been obtained or made, as the case may be), (ii) such Transfer will not result in a default or breach under any indenture or under any material contract, agreement or understanding to which the Issuer is a party or by which it or its properties is bound, and (iii) immediately following such Transfer, the Trustee for the benefit of the Holders of the Notes will maintain its security interest in EchoStar IV and all other collateral which, immediately prior to such Transfer, secured the Issuer's or any Guarantor's Obligations under the Notes or Guarantee, as the case may be; provided however, that in the event the Transfer constitutes an "Asset Sale", then the Issuer (i) shall not be obligated to comply with the requirements of this paragraph but (ii) shall otherwise be required to comply with the covenant entitled "Asset Sales; Transfer of EchoStar IV" (subject to the immediately preceding paragraph) and all other applicable provisions of the Indenture.

LIENS. The Indenture provides that none of the Issuer or any Restricted Subsidiary of the Issuer may directly or indirectly create, incur, assume or suffer to exist any Lien on any asset now owned or hereafter acquired, or on any income or profits therefrom or assign or convey any right to receive income therefrom, except Permitted Liens.

MAINTENANCE OF INSURANCE. The Indenture provides that:

(a) Prior to the launch of EchoStar IV (and any permitted replacement thereof, including any satellite purchased with the proceeds of an Asset Sale), the Issuer shall obtain or cause to be obtained Launch Insurance with respect to each such satellite; and

(b) at all times subsequent to the expiration of Launch Insurance on EchoStar IV (and any permitted replacement thereof, including any satellite purchased with the proceeds of an Asset Sale), the Issuer shall maintain In-orbit Insurance with respect to each such satellite.

The indenture provides that EchoStar IV (or any replacement thereof) may not be launched unless Launch Insurance covering such satellite has been obtained.

In the event that the Trustee, EchoStar, the Issuer or any of their Subsidiaries (or a named loss payee) receives proceeds from any Launch Insurance or In-orbit Insurance covering EchoStar IV (or any replacement thereof), or in the event that EchoStar, the Issuer or any of their Subsidiaries receives proceeds from any insurance maintained by Lockheed Martin or any launch provider covering EchoStar IV (or any replacement thereof), all such proceeds (including any cash or Cash Equivalents deemed to be proceeds of Launch Insurance or In-orbit Insurance pursuant to the respective definition thereof) shall be placed in the Satellite Escrow Account and shall be disbursed only: (i) to purchase a replacement satellite, PROVIDED that if such replacement satellite is of lesser value compared to the insured satellite, any insurance proceeds remaining after purchase of such replacement satellite must be applied to the construction, launch and insurance of a satellite of equal or greater value as compared to the insured satellite (or in accordance with (ii) below); or (ii) to the extent that such proceeds are not applied or contractually committed to be applied as described in (i) above within 180 days of the receipt of such proceeds as "Excess Proceeds" to be applied to an offer to purchase Notes as set forth under " - Excess Proceeds Offer."

The Issuer shall grant or cause to be granted to the Trustee on behalf of the Holders of the Notes (i) a first priority security interest in each satellite constructed, launched or insured with any portion of the proceeds of Launch or In-orbit Insurance covering EchoStar IV (or any replacement thereof); and (ii) a collateral assignment of all contracts relating to the construction, launch, insurance and TT&C of each such satellite. As soon as practicable, the Issuer shall execute or cause to be executed a security agreement relating to such Liens. The Issuer shall take or cause to be taken all actions necessary to record, register and file any documents or instruments necessary to make effective such Lien and shall provide an Opinion of Counsel prepared in accordance with the Indenture with respect to such Lien.

CONSTRUCTION OF ECHOSTAR IV. The Indenture provides that EchoStar and the Issuer shall cause the construction and launch of EchoStar IV (and any permitted replacements thereof) to be prosecuted with diligence and continuity in a good and workmanlike manner in accordance with the Satellite Contracts and the Launch Contracts.

ACTIVITIES OF ECHOSTAR. The Indenture provides that neither EchoStar nor any of its Subsidiaries may engage in any business other than developing, owning, engaging in and dealing with all or any part of the business of domestic and international satellite communications, and reasonably related extensions thereof, including but not limited to the purchase, ownership, operation, leasing and selling of, and generally dealing in or with, one or more communications satellites and the transponders thereon, the acquisition, transmission, broadcast, production and other provision of programming therewith and the manufacturing, distribution and financing of equipment (including consumer electronic equipment) relating thereto.

ADDITIONAL SUBSIDIARY GUARANTEES. The Indenture provides that if the Issuer or any Guarantor transfers or causes to be transferred, in one or a series of related transactions, property or assets (including, without limitation, businesses, divisions, real property, assets or equipment) having a fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER that if the fair market value exceeds $10 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Issuer) exceeding $500,000 to any Restricted Subsidiary of the Issuer that is neither a Subsidiary of ESBC nor a Guarantor, EchoStar, to the extent not otherwise precluded by obligations set forth in the 1996 Notes Indenture or the 1994 Notes Indenture, shall, or shall cause the owner of such Subsidiary to: (a) enter into a pledge agreement in order to pledge all of the issued and outstanding Capital Stock of such Subsidiary as security to the Trustee for the benefit of the Holders of the Notes; and (b) cause such Subsidiary to: (i) execute and deliver to the Trustee a Supplemental

Indenture in form and substance reasonably satisfactory to the Trustee pursuant to which such Subsidiary shall unconditionally Guarantee all of the Issuer's obligations under the Notes and execute a notation in form and substance reasonably satisfactory to the Trustee; and (ii) deliver to the Trustee an Opinion of Counsel reasonably satisfactory to the Trustee that such pledge agreement and such Supplemental Indenture have been duly authorized, executed and delivered by and are valid and binding obligations of such Subsidiary or such owner, as the case may be; PROVIDED, HOWEVER, that the foregoing provisions shall not apply to transfers of property or assets (other than cash) by the Issuer or any Guarantor in exchange for cash or Cash Equivalents in an amount equal to the fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value exceeds $10 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Issuer) of such property or assets.

DIVIDEND AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES. The Indenture provides that the Issuer shall not, and the Issuer shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to (a) pay dividends or make any other distributions to the Issuer or any of its Restricted Subsidiaries on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness owed to the Issuer or any of its Subsidiaries, (b) make loans or advances to the Issuer or any of its Subsidiaries or (c) transfer any of its properties or assets to the Issuer or any of its Subsidiaries, except for such encumbrances or restrictions existing under or by reasons of (i) Existing Indebtedness and existing agreements as in effect on the date of the Indenture, (ii) any Credit Agreement containing any encumbrances or restrictions that are no more restrictive with respect to the provisions set forth in clauses (a), (b) and (c) above than the 1994 Credit Agreement as in effect on the date of its expiration, (iii) applicable law or regulation, (iv) any instrument governing Acquired Debt as in effect at the time of acquisition (except to the extent such Indebtedness was incurred in connection with, or in contemplation of, such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, PROVIDED that the Consolidated Cash Flow of such Person shall not be taken into account in determining whether such acquisition was permitted by the terms of the Indenture, (v) by reason of customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices, or (vi) Refinancing Indebtedness, as defined in "- Incurrence of Indebtedness, Issuance of Disqualified Stock and Issuance of Preferred Equity Interests of Subsidiaries"), PROVIDED that the restrictions contained in the agreements governing such Refinancing Indebtedness are no more restrictive than those contained in the agreements governing the Indebtedness being refinanced.

ACCOUNTS RECEIVABLE SUBSIDIARY. The Indenture provides that the Issuer:

(a) may, and may permit any of its Subsidiaries to, notwithstanding the provisions of the covenant entitled "Restricted Payments," of the Indenture, make Investments in an Accounts Receivable Subsidiary: (i) the proceeds of which are applied within five Business Days of the making thereof solely to finance: (A) the purchase of accounts receivable of the Issuer and its Subsidiaries or (B) payments required in connection with the termination of all then existing arrangements relating to the sale of accounts receivable or participation interests therein by an Accounts Receivable Subsidiary (PROVIDED that the Accounts Receivable Subsidiary shall receive cash, Cash Equivalents and accounts receivable having an aggregate fair market value not less than the amount of such payments in exchange therefor) and (ii) in the form of Accounts Receivable Subsidiary Notes to the extent permitted by clause (b) below;

(b) shall not, and shall not permit any of its Subsidiaries to, sell accounts receivable to an Accounts Receivable Subsidiary except for consideration in an amount not less than that which would be obtained in an arm's length transaction and solely in the form of cash or Cash Equivalents; PROVIDED that an Accounts Receivable Subsidiary may pay the purchase price for any such accounts receivable in the form of Accounts Receivable Subsidiary Notes so long as, after giving effect to the issuance of any such Accounts Receivable Subsidiary Notes, the aggregate principal amount of all Accounts Receivable Subsidiary Notes outstanding shall not exceed 20% of the aggregate purchase price paid for all outstanding accounts receivable purchased by an Accounts Receivable Subsidiary since the date of the Indenture (and not written-off or required to be written off in accordance with the normal business practice of an Accounts Receivable Subsidiary);

(c) shall not permit an Accounts Receivable Subsidiary to sell any accounts receivable purchased from the Issuer and its Subsidiaries or participation interests therein to any other Person except on an arm's length basis and solely for consideration in the form of cash or Cash Equivalents or certificates representing undivided interests of a Receivables Trust; provided an Accounts Receivable Subsidiary may not sell such certificates to any other Person except on an arm's length basis and solely for consideration in the form of cash or Cash Equivalents;

(d) shall not, and shall not permit any of its Subsidiaries to, enter into any Guarantee, subject any of their respective properties or assets (other than the accounts receivable sold by them to an Accounts Receivable Subsidiary) to the satisfaction of any liability or obligation or otherwise incur any liability or obligation (contingent or otherwise), in each case, on behalf of an Accounts Receivable Subsidiary or in connection with any sale of accounts receivable or participation interests therein by or to an Accounts Receivable Subsidiary, other than obligations relating to breaches of representations, warranties, covenants and other agreements of the Issuer or any of its Subsidiaries with respect to the accounts receivable sold by the Issuer or any of its Subsidiaries to an Accounts Receivable Subsidiary or with respect to the servicing thereof; PROVIDED that neither the Issuer nor any of its Subsidiaries shall at any time guarantee or be otherwise liable for the collectibility of accounts receivable sold by them;

(e) shall not permit an Accounts Receivable Subsidiary to engage in any business or transaction other than the purchase and sale of accounts receivable or participation interests therein of the Issuer and its Subsidiaries and activities incidental thereto;

(f) shall not permit an Accounts Receivable Subsidiary to incur any Indebtedness other than the Accounts Receivable Subsidiary Notes, Indebtedness owed to the Issuer and Non-Recourse Indebtedness; PROVIDED that the aggregate principal amount of all such Indebtedness of an Accounts Receivable Subsidiary shall not exceed the book value of its total assets as determined in accordance with GAAP;

(g) shall cause any Accounts Receivable Subsidiary to remit to the Issuer or a Subsidiary of the Issuer on a monthly basis as a distribution all available cash and Cash Equivalents not held in a collection account pledged to acquirors of accounts receivable or participation interests therein, to the extent not applied to (i) pay interest or principal on the Accounts Receivable Subsidiary Notes or any Indebtedness of such Accounts Receivable Subsidiary owed to the Issuer, (ii) pay or maintain reserves for reasonable operating expenses of such Accounts Receivable Subsidiary or to satisfy reasonable minimum operating capital requirements or (iii) to finance the purchase of additional accounts receivable of the Issuer and its Subsidiaries; and

(h) shall not, and shall not permit any of its Subsidiaries to, sell accounts receivable to, or enter into any other transaction with or for the benefit of, an Accounts Receivable Subsidiary (i) if such Accounts Receivable Subsidiary pursuant to or within the meaning of any Bankruptcy Law (A) commences a voluntary case, (B) consents to the entry of an order for relief against it in an involuntary case, (C) consents to the appointment of a Custodian of it or for all or substantially all of its property, (D) makes general assignment for the benefit of its creditors, or (E) generally is not paying its debts as they become due; or (ii) if a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against such Accounts Receivable Subsidiary in an involuntary case, (B) appoints a Custodian of such Accounts Receivable Subsidiary or for all or substantially all of the property of such Accounts Receivable Subsidiary, or (C) orders the liquidation of such Accounts Receivable Subsidiary, and, with respect to clause (ii) hereof, the order or decree remains unstayed and in effect for 60 consecutive days.

MERGER, CONSOLIDATION, OR SALE OF ASSETS. The Indenture provides that the Issuer may not consolidate or merge with or into (whether or not the Issuer is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, another Person unless:

(a) the Issuer is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(b) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or the Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made assumes all the obligations of the Issuer, pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee, under the Notes and the Indenture;

(c) immediately after such transaction no Default or Event of Default exists; and

(d) the Issuer or the Person formed by or surviving any such consolidation or merger (if other than the Issuer), or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made (i) shall have Consolidated Net Worth immediately after the transaction (but prior to any purchase accounting adjustments or accrual of deferred tax liabilities resulting from the transaction) not less than the Consolidated Net Worth of the Issuer immediately preceding the transaction and (ii) would, at the time of such transaction after giving pro forma effect thereto as if such transaction had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Indebtedness to Cash Flow Ratio test set forth in the covenant entitled "Incurrence of Indebtedness, Issuance of Disqualified Stock and Issuance of Preferred Equity Interests of Subsidiaries."

Notwithstanding the foregoing, the Issuer may merge with another Person if:

(a) the Issuer is the surviving Person;

(b) the consideration issued or paid by the Issuer in such merger consists solely of Equity Interests (other than Disqualified Stock) of the Issuer; and

(c) immediately after giving effect to such merger, the Issuer's Indebtedness to Cash Flow Ratio does not exceed the Issuer's Indebtedness to Cash Flow Ratio immediately prior to such merger.

TRANSACTIONS WITH AFFILIATES. The Indenture provides that EchoStar shall not, and shall not permit any of its Subsidiaries to, sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into any contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (including any Unrestricted Subsidiary) (each of the foregoing, an "Affiliate Transaction"), unless:

(a) such Affiliate Transaction is on terms that are no less favorable to the Issuer or its Subsidiaries than those that would have been obtained in a comparable transaction by the Issuer or such Subsidiaries with an unrelated Person;

(b) if such Affiliate Transaction involves aggregate payments in excess of $500,000, the Issuer delivers to the Trustee a resolution of the Board of Directors of the Issuer set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above and such Affiliate Transaction is approved by a majority of disinterested members of the Board of Directors of EchoStar; and

(c) if such Affiliate Transaction involves aggregate payments in excess of $15 million, the Issuer delivers to the Trustee an opinion as to the fairness to the Issuer or such Subsidiaries from a financial point of view of such Affiliate Transaction issued by an investment banking firm of national standing;

PROVIDED, HOWEVER, that (i) the payment of compensation to directors and management of EchoStar in amounts approved by the Compensation Committee of the Board of Directors of EchoStar (which shall consist of a majority of outside directors); (ii) transactions between or among the Issuer and its Wholly Owned Subsidiaries (other than Unrestricted Subsidiaries of the Issuer); (iii) the transfer of rights and interests in any permits or licenses relating to the use of channels at the 166 DEG. West Longitude or 175 DEG. WL orbital slot; (iv) transactions permitted by the provisions of the Indenture described above under clauses (1), (3), (5), (6), (7), (9) and (12) of the second paragraph of the covenant "Restricted Payments"; and (v) any transactions between or among EchoStar and any Subsidiary of EchoStar which is not also a Subsidiary of the Issuer, shall, in each case, not be deemed Affiliate Transactions.

REPORTS. Whether or not required by the rules and regulations of the SEC, so long as any of the Notes remain outstanding, the Issuer shall cause copies of all quarterly and annual financial reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and

regulations prescribe) which the Issuer is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act (including all information that would be required to be contained in Forms 10-Q and 10-K) to be filed with the SEC and the Trustee and mailed to the Holders at their addresses appearing in the register of Notes maintained by the Registrar, in each case, within 15 days of filing with the SEC. If the Issuer is not subject to the requirements of such Section 13 or 15(d) of the Exchange Act, the Issuer shall nevertheless continue to cause the annual and quarterly financial statements, including any notes thereto (and, with respect to annual reports, an auditors' report by an accounting firm of established national reputation) and a "Management's Discussion and Analysis of Financial Condition and Results of Operations," comparable to that which would have been required to appear in annual or quarterly reports filed under Section 13 or 15(d) of the Exchange Act (including all information that would be required to be contained in Forms 10-Q and 10-K), to be so filed with the SEC for public availability and the Trustee and mailed to the Holders within 120 days after the end of the Issuer's fiscal years and within 60 days after the end of each of the first three quarters of each such fiscal year. The Issuer and the Guarantors shall also comply with the provisions of TIA Section 314(a).

PAYMENTS FOR CONSENTS. Neither EchoStar, the Issuer nor any of their Subsidiaries may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder of a Note for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid or agreed to be paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

EXCESS PROCEEDS OFFER. When the cumulative amount of Excess Proceeds that have not been applied in accordance with the covenants entitled "Significant Transactions," "Asset Sales; Transfer of EchoStar IV" and "Maintenance of Insurance" or this paragraph exceeds $5.0 million, the Issuer shall be obligated to make an offer to all Holders of the Notes (an "Excess Proceeds Offer") to purchase the maximum principal amount of Notes that may be purchased out of such Excess Proceeds at an offer price in cash in an amount equal to 101% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for the closing of such offer in accordance with the procedures set forth in the Indenture. If the aggregate principal amount of Notes surrendered by Holders thereof exceeds the amount of such Excess Proceeds, the Trustee shall select the Notes to be purchased on a PRO RATA basis.

SECURITY AND COLLATERAL

The Notes initially are secured by: (i) a pledge by EchoStar of the capital stock of the Issuer; (ii) a first priority security interest in both the Interest and Satellite Escrow Accounts; (iii) a first priority security interest, when launched, in EchoStar IV (iv) a first priority security interest in the proceeds of any sale upon foreclosure of the Issuer's permit from the FCC for the 148 DEG. WL orbital slot frequency assignments; and (v) a collateral assignment of all contracts relating to the construction, launch, insurance and TT&C (as defined) of EchoStar IV. The Issuer has agreed to use its best efforts to obtain any required consents necessary to effect a collateral assignment of the contracts relating to the construction, launch, insurance and TT&C of EchoStar IV by August 24, 1997 (none of such consents have been obtained as of the date of the Prospectus).

The Issuer and certain of its Affiliates will enter into one or more pledge agreements (the "Pledge Agreements") and one or more security agreements (the "Security Agreements") providing for the grant by the Issuer and such Affiliates to the Trustee, as collateral agent for the holders of the Notes, of security interests in the Collateral. All such security interests will secure the payment and performance when due of all of the Obligations of the Issuer under the Notes and the Indenture.

In the event that the proceeds of Launch Insurance or In-Orbit Insurance are applied to the purchase of one or more replacement satellites in accordance with the covenant entitled "Maintenance of Insurance," the Notes will be secured by: (i) a first priority security interest in each such replacement satellite; and (ii) a collateral assignment of all contracts relating to the construction, launch, insurance or TT&C of each such replacement satellite.

Upon the occurrence and during the continuance of an Event of Default: (i) all rights of EchoStar and its Subsidiaries to exercise voting or other consensual rights with respect to any stock pledged to secure the Notes shall cease, and all such rights shall become vested in the Trustee, which, to the extent permitted by law, shall have the sole right to exercise such voting and other consensual rights; (ii) all rights of EchoStar and its Subsidiaries to receive cash dividends, interest and other payments made upon or with respect to such pledged stock shall cease and such cash

dividends, interest and other payments shall be paid to the Trustee; and (iii) the Trustee may sell the Collateral or any part thereof in accordance with the terms of the Pledge Agreements and the Security Agreements. All funds distributed under the Pledge Agreements, the Security Agreements or the Escrow and Disbursement Agreement and received by the Trustee for the benefit of the holders of the Notes shall be distributed by the Trustee in accordance with the provisions of the Indenture.

Under the terms of the Pledge Agreements and the Security Agreements, the Trustee will determine the circumstances and manner in which the Collateral shall be disposed of, including, but not limited to, the determination of whether to release all or any portion of the Collateral from the Liens created by the Pledge Agreements or the Security Agreements and whether to foreclose on the Collateral following an Event of Default. Moreover, upon the full and final payment and performance of all Obligations of the Issuer under the Notes and the Indenture, or upon defeasance of the Notes, the Pledge Agreements and the Security Agreements shall terminate and the Collateral shall be released. In addition, in the event that any Collateral is sold and the Net Proceeds thereof are applied in accordance with the terms of the covenant entitled "Asset Sales," the Trustee shall release the Liens in favor of the Trustee in the assets sold; PROVIDED, that the Trustee shall have received from the Issuer an Officers' Certificate and an Opinion of Counsel that such Net Proceeds have been or will be so applied.

In the event that the Issuer or any of its Subsidiaries sells, transfers or disposes of any property consisting partially or wholly of the Collateral other than in accordance with the provisions of the covenant entitled "Asset Sales; Transfer of EchoStar IV," the Trustee shall have a first priority security interest in the pro rata portion of the net proceeds of such sale, transfer or disposition attributable to such Collateral as determined by an investment banking firm of national standing selected by the Issuer.

EXECUTION OF COLLATERAL DOCUMENTS

(a) Simultaneously with the execution of the Indenture, the Issuer executed (i) the Escrow Accounts Security Agreement, (ii) the EchoStar IV Security Agreement, (iii) the Orbital Slot Security Agreement, (iv) the Collateral Assignment, (v) the Interest Escrow Agreement and (vi) the Satellite Escrow Agreement.

(b) Simultaneously with the execution of the Indenture, EchoStar executed the Stock Pledge Agreement.

(c) Simultaneously with the execution of the Indenture, EchoStar Space Corporation executed the Collateral Assignment.

(d) In connection with the Collateral Assignment, EchoStar, EchoStar Space Corporation and the Issuer shall use their best efforts to obtain any required consents necessary to effect a collateral assignment of (i) the Launch Contract, the Satellite Contract and Launch Insurance relating to EchoStar IV within 60 days after the date hereof, (ii) all TT&C contracts relating to EchoStar IV at the time such TT&C contracts are entered into and (iii) In-Orbit Insurance relating to EchoStar IV at the time such In-Orbit Insurance is obtained.

SALE OF AND LIENS ON ECHOSTAR IV

(a) The Issuer shall not and shall not permit any of its Subsidiaries to sell, transfer or dispose of EchoStar IV (or any replacement thereof) after it is launched, unless, upon such sale, transfer or disposition, the Issuer grants or causes to be granted to the Trustee on behalf of the Holders of the Notes (i) a first priority security interest in an operational satellite in geosynchronous orbit of equal or greater value than EchoStar IV (or such replacement); and (ii) a collateral assignment of all contracts relating to the construction, launch, insurance and TT&C of such satellite. Prior to such sale, transfer or disposition, the Issuer shall execute or cause to be executed a security agreement relating to such Liens. The Issuer shall take or cause to be taken all actions necessary to record, register and file any documents or instruments necessary to make effective such Lien, including the filing of any required applications with the FCC for approval of any collateral assignment hereunder, and shall provide an Opinion of Counsel prepared in accordance with Section 10.03(a) of the Indenture with respect to such Lien.

(b) EchoStar and its Subsidiaries may not incur or suffer to exist Liens on EchoStar IV (or any replacement thereof), except (i) prior to launch, Liens in favor of satellite contractor; (ii) after launch, Liens not to exceed $20 million securing the Deferred Payments, ranking PARI PASSU with the Liens on EchoStar IV (or such replacement) in favor of the Holders of the Notes; and (iii) additional Liens securing the Deferred Payments, subordinated to the Liens on EchoStar IV (or such replacement) in favor of the Holders of the Notes.

AFFILIATE GUARANTEES

Initially, the Issuer's payment obligations under the Notes will be guaranteed on a subordinated basis by EchoStar.

On and after the ESBC Guarantee Date, the Issuer's payment obligations under the Notes and the Indenture will be guaranteed by ESBC (the "ESBC Guarantee"), which Guarantee will rank PARI PASSU with all senior unsecured Indebtedness of ESBC. On and after the Dish Guarantee Date, the Issuer's payment obligations under the Notes and the Indenture will be guaranteed by Dish (the "Dish Guarantee"), which Guarantee will rank PARI PASSU with all senior unsecured Indebtedness of Dish.

There can be no assurance that any of the conditions to the issuance of the ESBC Guarantee or Dish Guarantee will be satisfied at any time. See "Risk Factors - Springing Guarantees."

The obligations of each Guarantor under its Guarantee will be limited, if necessary, to such amount as will not constitute a fraudulent conveyance under applicable law.

The Indenture provides that, subject to the next paragraph, EchoStar may consolidate or merge with or into (whether or not such Guarantor is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, another person unless:

(a) such Guarantor is the surviving person or the person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the U.S., any state thereof or the District of Columbia;

(b) the person formed by or surviving any such consolidation or member (if other than such Guarantor) or the person to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made assumes all the obligations of such Guarantor, pursuant to a supplemental indenture in form reasonably satisfactory to the Trustee, under the Notes and the Indenture;

(c) immediately after such transaction, no Default or Event of Default exists; and

(d) such Guarantor or the person formed by or surviving any such consolidation or merger, or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made: (i) will have Consolidated Net Worth immediately after the transaction (but prior to any purchase accounting adjustments or accrual of deferred tax liabilities resulting from the transaction) not less than the Consolidated Net Worth of such Guarantor immediately preceding the transaction; and (ii) will have an Indebtedness to Cash Flow Ratio immediately after the transaction that does not exceed such Guarantor's Indebtedness to Cash Flow Ratio immediately preceding the transaction.

Except as set forth in the provisions entitled "- Certain Covenants" and "- Merger, Consolidation, or Sale of Assets," nothing contained in the Indenture shall prevent any consolidation or merger of a Guarantor with or into the Issuer or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Issuer.

The Indenture provides that in the event of a sale or other disposition of all of the assets of any Guarantor which is a Subsidiary of the Issuer, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the capital stock of any such Guarantor, then such Guarantor (in the event of a sale or other disposition, by way of such a merger, consolidation or otherwise, of all of the capital stock of such Guarantor) or the person acquiring the property (in the event of a sale or other disposition of all of the assets of such Guarantor) will be released and relieved of any obligations under its Guarantee, PROVIDED that the Net Proceeds of such sale or other disposition are applied in accordance with the provisions described under "- Certain Covenants - Asset Sales."

EVENTS OF DEFAULT AND REMEDIES

The Indenture provides that each of the following constitutes an Event of Default (unless the provisions described under "- Significant Transactions" are applicable and the Issuer complies with such provisions):

(a) default for 30 days in the payment when due of interest on the Notes;

(b) default in payment when due of principal on the Notes at maturity, upon repurchase, redemption or otherwise;

(c) failure by EchoStar, the Issuer or any of their subsidiaries to comply with the provisions described under "- Offer to Purchase upon Change of Control," "- Offer to Purchase upon the Occurrence of Certain Events," "- Significant Transactions," "- Certain Covenants - Maintenance of Insurance," "- Certain Covenants - Transactions with Affiliates," "- Disbursement of Funds - Escrow Account" or "- Certain Covenants - Asset Sales" or the failure by the Issuer to comply with the third paragraph under "- Security";

(d) default under the provisions described under "- Certain Covenants - Restricted Payments" or "- Certain Covenants - Incurrence of Indebtedness, and Issuance of Disqualified Stock and Issuance of Preferred Equity of Subsidiaries" or under any of the Collateral Documents, which default remains uncured for 15 days, or the breach of any representation or warranty, or the making of any untrue statement, in any certificate delivered by the Issuer pursuant to the Indenture or the Collateral Documents;

(e) failure by the Issuer for 60 days after notice from the Trustee or the holders of at least 25% in principal amount of the Notes then outstanding to comply with any of its other agreements in the Indenture or the Notes;

(f) a continuing default after expiration of any applicable grace period by the Issuer or any of its Affiliates under any of the Satellite Contracts or the Launch Contracts, which default would permit a party other than the Issuer or its Affiliates to terminate its obligations under such contract;

(g) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by EchoStar or any of its Subsidiaries (or the payment of which is guaranteed by EchoStar or any of its Subsidiaries), other than any Credit Agreement, which default is caused by a failure to pay when due principal or interest on such Indebtedness within the grace period provided in such Indebtedness (a "Payment Default"), and the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default, aggregates $5 million or more;

(h) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by EchoStar or any of its Subsidiaries (or the payment of which is guaranteed by EchoStar or any of its Subsidiaries), other than any Credit Agreement, which default results in the acceleration of such Indebtedness prior to its express maturity and the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $5 million or more;

(i) failure by EchoStar, the Issuer (at any time at which the Notes are secured by a pledge of all of the issued and outstanding Capital Stock of the Issuer) or any of their Subsidiaries to pay final judgments (other than any judgment as to which a reputable insurance company has accepted full liability) aggregating in excess of $2.0 million, which judgments are not stayed within 60 days after their entry;

(j) certain events of bankruptcy or insolvency with respect to EchoStar or certain of its Subsidiaries (including the filing of a voluntary case, the consent to an order of relief in an involuntary case, the consent to the appointment of a custodian, a general assignment for the benefit of creditors or an order of a court for relief in an involuntary case, appointing a custodian or ordering liquidation, which order remains unstayed for 60 days); and

(k) any Guarantee of the Notes shall be held in a judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect, or any Guarantor, or any person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Guarantee of any Notes.

If any Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately (plus, in the case of an Event of Default that is the result of an action by EchoStar or any of its Subsidiaries intended to avoid restrictions on or

premiums related to redemptions of the Notes contained in the Indenture or the Notes, an amount of premium that would have been applicable pursuant to the Notes or as set forth in the Indenture). Notwithstanding the foregoing, in the case of an Event of Default arising from the events of bankruptcy or insolvency with respect to EchoStar or any of its Subsidiaries described in (j) above, all outstanding Notes will become due and payable without further action or notice. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in such holders' interest.

The holders of a majority in aggregate principal amount of the Notes then outstanding, by notice to the Trustee, may on behalf of the holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default in the payment of interest or premium on, or principal of the Notes.

The Issuer is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuer is required upon becoming aware of any Default or Event of Default to deliver to the Trustee a statement specifying such Default or Event of Default.

All powers of the Trustee hereunder will be subject to applicable provisions of the Communications Act, including without limitation, the requirements of prior approval for transfer of control or assignment of Title III licenses.

WAIVER OF PAST DEFAULTS. Holders of not less than a majority in aggregate principal amount of Notes then outstanding, by notice to the Trustee, may on behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default in the payment of the principal of, premium, if any, or interest on, the Notes. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of the Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

CONTROL BY MAJORITY. Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with the law or the Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

LIMITATION ON SUITS. A Holder of a Note may pursue a remedy with respect to the Indenture or the Notes only if:

(a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use the Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, INCORPORATORS AND STOCKHOLDERS.

No director, officer, employee, incorporator or stockholder of EchoStar, the Issuer or any of their Affiliates, as such, shall have any liability for any obligations of EchoStar, the Issuer and any of their Affiliates under the Notes or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the Commission that such a waiver is against public policy.

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

The Issuer may, at its option and at any time, elect to have all obligations discharged with respect to the outstanding Notes ("Legal Defeasance"). Such Legal Defeasance means that the Issuer will be deemed to have paid and discharged the entire indebtedness represented by the outstanding Notes, except for: (a) the rights of holders of outstanding Notes to receive payments in respect of the principal of, premium, if any, and interest on the Notes when such payments are due, or on the redemption date, as the case may be; (b) the Issuer's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust; (c) the rights, powers, trust, duties and immunities of the Trustee, and the Issuer's obligations in connection therewith; and (d) the Legal Defeasance provisions of the Indenture. In addition, the Issuer may, at its option and at any time, elect to have all obligations released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "- Events of Default and Remedies" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance: (i) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the holders of the Notes, cash in U.S. dollars, non-callable U.S. government obligations, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants selected by the Trustee, to pay the principal of, premium, if any, and interest on the outstanding Notes on the stated maturity or on the applicable optional redemption date, as the case may be; (ii) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the U.S. reasonably acceptable to the Trustee confirming that (A) the Issuer has received from, or there has been published by the Internal Revenue Service, a ruling or (B) since the date of the Indenture, there has been a change in the applicable Federal income tax law, in each case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders of such Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such Legal Defeasance, and will be subject to Federal income tax in the same amount, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred; (iii) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to such Trustee confirming that the holders of such Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such Covenant Defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred; (iv) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit; (v) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Indenture or any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which EchoStar or any of its Subsidiaries is bound; (vi) the Issuer shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuer with the intent of preferring the holders of such Notes over any other creditors of the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Issuer or others; and (vii) the Issuer shall have delivered to the Trustee an Officers' Certificate stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

AMENDMENT, SUPPLEMENT AND WAIVER

Except as provided in the next paragraph, the Indenture, the Notes and the Collateral Documents may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for Notes), and any existing default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the holders of a

majority in principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for Notes).

Without the consent of each holder affected, however, an amendment or waiver may not (with respect to any Senior Secured Note held by a non-consenting holder):

(a) reduce the aggregate principal amount of Notes whose holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any Senior Secured Note or alter the provisions with respect to the redemption of the Notes;

(c) reduce the rate of or change the time for payment of interest on any Notes;

(d) waive a Default or Event of Default in the payment of principal of or premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration);

(e) make any Senior Secured Note payable in money other than that stated in the Notes;

(f) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of holders of Notes to receive payments of principal of or interest on the Notes;

(g) waive a redemption payment with respect to any Senior Secured Note; or

(h) make any change in the foregoing amendment and waiver provisions.

In addition, without the consent of at least 66 2/3% of the Notes then outstanding, an amendment or a waiver may not make any change to the covenants in the Indenture entitled "Offer to Purchase upon Change of Control," "Offer to Purchase upon the Occurrence of Certain Events," "Asset Sales" and "Excess Proceeds Offer" (including, in each case, the related definitions).

Notwithstanding the foregoing, without the consent of any holder of Notes, the Issuer and the Trustee may amend or supplement the Indenture, the Notes, the Pledge Agreement, the Security Agreement, the Satellite Escrow Agreement or the Interest Escrow Agreement to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Issuer's obligations to holders of the Notes in the case of a merger or consolidation, to make any change that would provide any additional rights or benefits to the holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such holder, or to comply with requirements of the Commission in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act.

CONCERNING THE TRUSTEE

The Indenture contains certain limitations on the rights of the Trustee, should the Trustee become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions with the Issuer; however, if the Trustee acquires any conflicting interest, it must eliminate such conflict within 90 days, apply to the Commission for permission to continue as Trustee or resign.

The holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default shall occur (which shall not be cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. The Trustee will not be relieved from liabilities for its own negligent action, its own negligent failure to act or its own willful misconduct, except that: (i) this sentence shall not limit the preceding sentence of this paragraph; (ii) the Trustee shall not be liable for any error of judgment made in good faith, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and (iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to the first sentence of this paragraph.

Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any holder of Notes, unless such holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

NOTES BOOK-ENTRY, DELIVERY AND FORM

Old Notes initially purchased by qualified institutional buyers were initially issued in the form of [three] global book-entry notes without interest coupons (collectively the "Global Old Notes"). The Global Old Note was deposited on the date of the closing of the sale of the Old Notes (the "Closing Date") with the Trustee, as custodian for The Depository Trust Company (the "DTC"), in New York, New York and registered in the name of DTC., or its nominee, in each case for credit to the accounts of Direct and Indirect Participants (as defined below) of the Depositary (such nominee being referred to herein the "Global Note Holder"). Except as set forth in the next paragraph, the Exchange Notes exchanged for Old Notes represented by the Global Old Note will be represented by one or more global Exchange Notes in registered form (collectively, the "Global Exchange Note" and, together with the Global Old Note, the "Global Notes"), deposited with the DTC and registered in the name of the Global Noteholder.

Exchange Notes that are issued as described below under " - Exchange of Global Notes for Certificated Notes"). Such Certificated Notes may, unless the Global Note has previously been exchanged for Certificated notes, be exchanged for an interest in the global Note representing the principal amount of Exchange Notes being transferred. In addition, transfer of beneficial interests in any Global Notes will be subject to the applicable rules and procedures of DTC and its Direct or Indirect Participants, which may change from time to time.

DEPOSITARY PROCEDURES. DTC has advised the Company that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Direct Participants") and to facilitate the clearance and settlement of transactions in those securities between Direct Participants through electronic book-entry changes in accounts of Participants. The Direct Participants include securities brokers and dealers (including the Initial Purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities that clear through or maintain a direct or indirect custodial relationship with a Direct Participant (collectively, the "Indirect Participants"). DTC may hold securities beneficially owned by other persons only through the Direct Participants or Indirect Participants and such other persons' ownership interest and transfer of ownership interest will be recorded only on the records of the Direct Participant and/or Indirect Participant, and not on the records maintained by DTC.

DTC has also advised the Company that, pursuant to DTC procedures, (i) upon deposit of the Global Notes, DTC will credit the accounts of Direct Participants designated by the Initial Purchaser with portions of the principal amount of Global Notes allocated by the Initial Purchasers to such Direct Participants, and (ii) DTC will maintain records of the ownership interests of Direct Participants in the Global Notes and the transfer of ownership interests by and between direct Participants. DTC will not maintain records of the ownership interests of, or the transfer of ownership interests by and between, Indirect Participants or other owners of beneficial interests in the Global Notes. Direct Participants and the Indirect Participants must maintain their own records of the ownership interests of, and the transfer of ownership interests by and between, Indirect Participants and other owners of beneficial interests in the Global Notes.

Investors in the Global Notes may hold their interests therein directly through DTC if they are Direct Participants in DTC or indirectly through organizations which are Direct Participants in DTC. All ownership interests in any Global Notes may be subject to the procedures and requirements of DTC.

The laws of some states require that certain persons take physical delivery in definitive, certificated form, of securities that they own. This may limit or curtail the ability to transfer beneficial interests in a Global Note to such persons. Because DTC can act only on behalf of Direct Participants, which in turn act on behalf of Indirect Participants and others, the ability of a person having a beneficial interest in a Global Note to pledge such interest to persons or entities that are not Direct Participants in DTC, or to otherwise take actions in respect of such interests, may be affected by the lack of physical certificates evidencing such interests. For certain other restrictions on the transferability of the Notes see "--Exchange of Book-Entry Notes for Certificated Notes."

Except as described below, owners of beneficial interests in the Global Notes will not have Notes registered in their names, will not receive physical delivery of Notes in certificated form and will not be considered the registered owners or holders thereof under the Indenture for any purpose.

Under the terms of the Indenture, the Issuer, the Guarantors and the Trustee will treat the persons in whose names the Notes are registered (including Notes represented by Global Notes) as the owners thereof for the purpose of receiving payments and for any and all other purposes whatsoever. Payments in respect of the principal, premium, Liquidated Damages, if any, and interest on Global Notes registered in the name of DTC or its nominee will be payable by the Trustee to DTC or its nominee as the registered holder under the Indenture. Consequently, neither the Company, the Trustee nor any agent of the Company or the Trustee has or will have any responsibility or liability for (i) any aspect of DTC's records or any Direct Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Direct Participant's or Indirect Participant's records relating to the beneficial ownership interests in any Global Note or (ii) any other matter relating to the actions and practices of DTC or any of its Direct Participants or Indirect Participants.

DTC has advised the Company that its current payment practice (for payments of principal, interest and the like) with respect to securities such as the Notes is to credit the accounts of the relevant Direct Participants with such payment on the payment date in amounts proportionate to such Direct Participant's respective holdings in principal amount of its ownership interests in the Global Notes as shown on DTC's records. Payments by Direct Participants and Indirect Participants to the beneficial owners of the Notes will be governed by standing instructions and customary practices between them and will not be the responsibility of DTC, the Trustee, the Company or the Guarantors. Neither the Company, the Guarantors nor the Trustee will be liable for any delay by DTC or its Direct Participants or Indirect Participants in identifying the beneficial owners of the Notes, and the Company and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee as the registered owner of the Notes for all purposes.

The Global Notes will trade in DTC's Same-Day Funds Settlement System and, therefore, transfers between Direct Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in immediately available funds. Transfers between Indirect Participants who hold an interest through a Direct Participant will be effected in accordance with the procedures of such Direct Participant but generally will settle in immediately available funds.

DTC has advised the Company that it will take any action permitted to be taken by a holder of Notes only at the direction of one or more Direct Participants to whose account interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the Notes as to which such Direct Participant or Direct Participants has or have given direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange Global Notes (without the direction of one or more of its Direct Participants) for legended Notes in certificated form, and to distribute such certificated forms of Notes to its Direct Participants. See "--Notes Book-Entry, Delivery and Form."

EXCHANGE OF GLOBAL NOTES FOR CERTIFICATED NOTES. An entire Global Note may be exchanged for definitive Exchange Notes in registered, certificated form without interest coupons ("Certificated Notes") if (i) DTC (x) notifies the Company that it is unwilling or unable to continue as depositary for the Global Notes and the Company thereupon fails to appoint a successor depositary within 90 days or (y) has ceased to be a clearing agency registered under the Exchange Act, (ii) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of Certificated Notes or (iii) there shall have occurred and be continuing to occur a Default or an Event of Default with respect to the Notes. In any such case, the Company will notify the Trustee in writing that, upon surrender by the Direct and Indirect Participants of their interest in such Global Note, Certificated Notes will be issued to each person that such Direct and Indirect Participants and DTC identify as being the beneficial owner of the related Notes.

Beneficial interests in Global Notes held by any Direct or Indirect Participant may be exchanged for Certificated Notes upon request to DTC, on behalf of such Direct or Indirect Participant, to the Trustee in accordance with customary DTC procedures. Certificated Notes delivered in exchange for any beneficial interest in any Global Note will be registered in the names, and issued in any approved denominations, requested by DTC on behalf of such Direct or Indirect Participants (in accordance with DTC's customary procedures).

In all cases described herein, such Certificated Notes will bear the restrictive legend referred to in "Notice to Investors," unless the Company determines otherwise in compliance with applicable law.

Neither the Company, the Guarantors nor the Trustee will be liable for any delay by the holder of the Global Notes or DTC in identifying the beneficial owners of Notes, and the Company and the Trustee may conclusively rely on, and

will be protected in relying on, instructions from the holder of the Global Note or DTC for all purposes.

TRANSFER AND EXCHANGE OF CERTIFICATED NOTES. Certificated Notes may only be transferred if the transferor first delivers to the Trustee a written certificate (and in certain circumstances, an opinion of counsel) confirming that, in connection with such transfer, it has complied with the restrictions on transfer described under "--Notice to Investors." Beneficial interests in Certificated Notes may not be transferred to a person that takes delivery thereof in the form of an interest in a Global Note unless the transferor first delivers to the Trustee a written certificate certifying that such transfer has been effected pursuant to Rule 144A. As a result of the foregoing, Accredited Institutional Investors that are not QIBs or non-U.S. persons may not hold an interest in any Global Notes.

NEXT DAY SETTLEMENT AND PAYMENT. The Indenture requires that payments in respect of the Exchange Notes represented by the Global Notes (including principal, premium, if any, interest and Liquidated Damages, if any) be made by wire transfer of immediately available next day funds to the accounts specified by the holder of interests in such Global Notes. With respect to Certificated Notes, the Company will make all payments of principal, premium, if any, interest and Liquidated Damages, if any, by wire transfer of immediately available next day funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder's registered address. The Issuer expects that secondary trading the Certificated Notes will also be settled in immediately available funds.

ADDITIONAL INFORMATION

Anyone who receives this prospectus may obtain a copy of the Indenture without charge by writing to the Issuer, 90 Inverness Circle East, Englewood, Colorado 80112, attention David K. Moskowitz, facsimile (303) 799-0354.

OLD NOTES' REGISTRATION RIGHTS; LIQUIDATED DAMAGES

The Issuer, the Guarantors and the Initial Purchasers entered into the Registration Rights Agreement on June 20, 1997. Pursuant to the Registration Rights Agreement, the Issuer and the Guarantors agreed to file with the Commission the Exchange Offer Registration Statement on the appropriate form under the Securities Act with respect to the Exchange Notes to be exchanged for the Old Notes. Upon the effectiveness of the Exchange Offer Registration Statement, the Issuer and the Guarantors will offer, pursuant to the Exchange Offer, to the holders of Transfer Restricted Notes who are able to make certain representations the opportunity to exchange their Transfer Restricted Notes for Exchange Notes. If: (i) the Issuer is not permitted to file the Exchange Offer Registration Statement or permitted to consummate the Exchange Offer because the Exchange Offer is not permitted by applicable law or Commission policy or (ii) any holder of Transfer Restricted Notes notifies the Issuer within the specified time period that: (A) it is prohibited by law or Commission policy from participating in the Exchange Offer; (B) that it may not resell the Exchange Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales; or (C) that it is a broker-dealer and owns Old Notes acquired directly from the Issuer or an affiliate of the Issuer, the Issuer and the Guarantors will file with the Commission a Shelf Registration Statement to cover resales of the Old Notes by the holders thereof who satisfy certain conditions relating to the provisions of information in connection with the Shelf Registration Statement. The Issuer and the Guarantors will use their best efforts to cause the applicable registration statement to be declared effective as promptly as possible by the Commission. For purposes of the foregoing, "Transfer Restricted Notes" means each Senior Secured Note until: (i) the date on which such Senior Secured Note has been exchanged by a person other than a broker-dealer for an Exchange Note in the Exchange Offer; (ii) following the exchange by a broker-dealer in the Exchange Offer of an Old Note for an Exchange Note, the date on which such Exchange Note is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement; (iii) the date on which such Old Note has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement; or (iv) the date on which such Old Note is distributed to the public pursuant to Rule 144 under the Securities Act.

The Registration Rights Agreement provides that: (i) the Issuer and the Guarantors will file an Exchange Offer Registration Statement with the Commission on or prior to July 25, 1997; (ii) the Issuer and the Guarantors will use their best efforts to have the Exchange Offer Registration Statement declared effective by the Commission on or prior to November 22, 1997; (iii) unless the Exchange Offer would not be permitted by applicable law or Commission policy, the Issuer and the Guarantors will commence the Exchange Offer and use their best efforts to issue, on or prior to 30 business days after the date on which the Exchange Offer Registration Statement was declared effective by the

Commission, Exchange Notes in exchange for all Old Notes tendered prior thereto in the Exchange Offer; and (iv) if obligated to file the Shelf Registration Statement, the Issuer and the Guarantors will use their best efforts to file the Shelf Registration Statement with the Commission on or prior to 30 days after such filing obligation arises (and in any event by November 22, 1997) and to use their best efforts to cause the Shelf Registration Statement to be declared effective by the Commission on or prior to 150 days after such obligation arises. If: (a) the Issuer and the Guarantors fail to file any of the Registration Statements required by the Registration Rights Agreement on or before the date specified for such filing; (b) any of such Registration Statements is not declared effective by the Commission on or prior to the date specified for such effectiveness (the "Effectiveness Target Date"); (c) the Issuer and the Guarantors fail to consummate the Exchange Offer within 30 business days of the Effectiveness Target Date with respect to the Exchange Offer Registration Statement; or (d) the Shelf Registration Statement or the Exchange Offer Registration Statement is declared effective but thereafter ceases to be effective or usable in connection with resales of Transfer Restricted Notes during the periods specified in the Registration Rights Agreement (each such event referred to in clauses (a) through (d) above a "Registration Default"), then the Issuer and the Guarantors jointly and severally agree to pay liquidated damages to each holder of Old Notes, with respect to the first 90-day period immediately following the occurrence of such Registration Default in an amount equal to $.05 per week per $1,000 principal amount of Notes held by such holder ("Liquidated Damages"). The amount of the Liquidated Damages will increase by an additional $.05 per week per $1,000 principal amount of Notes with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount of Liquidated Damages of $.40 per week per $1,000 principal amount of Old Notes constituting Transfer Restricted Notes. All accrued Liquidated Damages will be paid by the Issuer on each Damages Payment Date to the Global Note Holder by wire transfer to the accounts specified by it or by mailing checks to its registered addresses if no such accounts have been specified. Following the cure of all Registration Defaults, the accrual of Liquidated Damages will cease.

Holders of Old Notes will be required to make certain representations to the Issuer (as described in the Registration Rights Agreement) in order to participate in the Exchange Offer and will be required to deliver information to be used in connection with the Shelf Registration Statement and to provide comments on the Shelf Registration Statement within the time periods set forth in the Registration Rights Agreement in order to have their Old Notes included in the Shelf Registration Statement and benefit from the provisions regarding Liquidated Damages set forth above.

CERTAIN DEFINITIONS

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"ACCOUNTS RECEIVABLE SUBSIDIARY" means one Unrestricted Subsidiary of the Issuer specifically designated as an Accounts Receivable Subsidiary for the purpose of financing the accounts receivable of the Issuer, and PROVIDED that any such designation shall not be deemed to prohibit the Issuer from financing accounts receivable through any other entity, including without limitation, any other Unrestricted Subsidiary.

"ACCOUNTS RECEIVABLE SUBSIDIARY NOTES" means the notes to be issued by the Accounts Receivable Subsidiary for the purchase of accounts receivable.

"ACQUIRED DEBT" means, with respect to any specified person, Indebtedness of any other person existing at the time such other person merges with or into or becomes a Subsidiary of such specified person, or Indebtedness incurred by such person in connection with the acquisition of assets, including Indebtedness incurred in connection with, or in contemplation of, such other person merging with or into or becoming a Subsidiary of such specified person or the acquisition of such assets, as the case may be.

"ADDITIONAL PAYMENT OBLIGATIONS" means the portion of the payment obligations, under any vendor financing arrangements, of any of the Issuer, EchoStar or any of the Issuer's Subsidiaries with respect to the construction, launch or insurance of EchoStar IV in excess of $15.0 million.

"AFFILIATE" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise; PROVIDED, HOWEVER, that beneficial ownership of 10% or more of the voting securities of a person shall be deemed to be control; PROVIDED FURTHER that no individual, other than a director of EchoStar or an officer of EchoStar with a policy making function, shall be deemed an Affiliate of EchoStar or any of its

Subsidiaries, solely by reason of such individual's employment, position or responsibilities by or with respect to EchoStar or any of its Subsidiaries.

"AGENT" means any Registrar, Paying Agent or co-registrar.

"BANK DEBT" means Indebtedness incurred pursuant to the Credit Agreement in an aggregate amount not to exceed 90% of the accounts receivable of the borrowers under the Credit Agreement eligible for inclusion in the borrowing base under the Credit Agreement, plus 75% of the inventory of the Credit Agreement borrowers under the Credit Agreement eligible for inclusion in the borrowing base under the Credit Agreement, plus 100% of the cash collateral and marketable securities of the Borrowers under the Credit Agreement eligible for inclusion in the borrowing base under the Credit Agreement.

"BANKRUPTCY LAW" means title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"BUSINESS DAY" means any day other than a Legal Holiday.

"CAPITAL LEASE" means, at the time any determination thereof is made, any lease of property, real or personal, in respect of which the present value of the minimum rental commitment would be capitalized on a balance sheet of the lessee in accordance with GAAP.

"CAPITAL LEASE OBLIGATION" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be so required to be capitalized on the balance sheet in accordance with GAAP.

"CAPITAL STOCK" means any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock or partnership or membership interests, whether common or preferred.

"CASH EQUIVALENTS" means: (a) U.S. dollars; (b) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof having maturities of not more than six months from the date of acquisition; (c) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case with any domestic commercial bank having capital and surplus in excess of $500 million; (d) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (b) and (c) entered into with any financial institution meeting the qualifications specified in clause (c) above; and (e) commercial paper rated P-1, A-l or the equivalent thereof by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, and in each case maturing within six months after the date of acquisition.

"CHANGE OF CONTROL" means: (a) any transaction or series of transactions (including, without limitation, a tender offer, merger or consolidation) the result of which is that the Principals and their Related Parties or an entity controlled by the Principals and their Related Parties cease to (i) be the "beneficial owners" (as defined in Rule 13(d)(3) under the Exchange Act) of at least 30% of the total Equity Interests in EchoStar and (ii) have the voting power to elect at least a majority of the Board of Directors of EchoStar; (b) the first day on which a majority of the members of the Board of Directors of EchoStar are not Continuing Directors; (c) any transaction or series of transactions (including, without limitation, a tender offer, merger or consolidation) the result of which is that the Principals and their Related Parties or any entity controlled by the Principals and their Related Parties cease to be the "beneficial owners" (as defined in Rule 13(d)(3) under the Exchange Act) of at least 30% of the total Equity Interests in the Issuer and have the voting power to elect at least a majority of the Board of Directors of the Issuer, or (d) the first day on which a majority of the members of the Board of Directors of the Issuer are not Continuing Directors.

"COLLATERAL" means all assets pledged, mortgaged or collaterally assigned as Security pursuant to the Collateral Documents.

"COLLATERAL ASSIGNMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit I hereto.

"COLLATERAL DOCUMENTS" means (i) the Interest Escrow Agreement, (ii) the Satellite Escrow Agreement, (iii) the Stock Pledge Agreement, (iv) the Escrow Accounts Security Agreement, (v) the EchoStar IV Security Agreement, (vi) the Collateral Assignment and (vii) the Orbital Slot Security Agreement.

"COMMUNICATIONS ACT" means the Communications Act of 1934, as amended.

"CONSOLIDATED CASH FLOW" means, with respect to any person for any period, the Consolidated Net Income of such person for such period, plus, to the extent deducted in computing Consolidated Net Income: (a) provision for taxes based on income or profits; (b) Consolidated Interest Expense; (c) depreciation and amortization (including amortization of goodwill and other intangibles) of such person for such period; and (d) any extraordinary loss and any net loss realized in connection with any Asset Sale, in each case, on a consolidated basis determined in accordance with GAAP, PROVIDED that Consolidated Cash Flow shall not include interest income derived from the net proceeds of the Old Notes Offering.

"CONSOLIDATED INTEREST EXPENSE" means, with respect to any person for any period, consolidated interest expense of such person for such period, whether paid or accrued (including amortization of original issue discount and deferred financing costs, non-cash interest payments and the interest component of Capital Lease Obligations), on a consolidated basis determined in accordance with GAAP.

"CONSOLIDATED NET INCOME" means, with respect to any person for any period, the aggregate of the Net Income of such person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; PROVIDED, HOWEVER, that: (a) the Net Income of any person that is not a Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to such person, in the case of a gain, or to the extent of any contributions or other payments by the referent person, in the case of a loss; (b) the Net Income of any person that is a Subsidiary that is not a Wholly Owned Subsidiary shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent person; (c) the Net Income of any person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded; (d) the Net Income of any Subsidiary of such person shall be excluded to the extent that the declaration or payment of dividends or similar distributions is not at the time permitted by operation of the terms of its charter or bylaws or any other agreement, instrument, judgment, decree, order, statute, rule or government regulation to which it is subject; and (e) the cumulative effect of a change in accounting principles shall be excluded.

"CONSOLIDATED NET WORTH" means, with respect to any person, the sum of: (a) the stockholders' equity of such person; plus (b) the amount reported on such person's most recent balance sheet with respect to any series of preferred stock (other than Disqualified Stock) that by its terms is not entitled to the payment of dividends unless such dividends may be declared and paid only out of net earnings in respect of the year of such declaration and payment, but only to the extent of any cash received by such person upon issuance of such preferred stock, less: (i) all write-ups (other than write-ups resulting from foreign currency translations and write-ups of tangible assets of a going concern business made within 12 months after the acquisition of such business) subsequent to the date of the Indenture in the book value of any asset owned by such person or a consolidated Subsidiary of such person; and (ii) all unamortized debt discount and expense and unamortized deferred charges, all of the foregoing determined in accordance with GAAP.

"CONTINUING DIRECTOR" means, as of any date of determination, any member of the Board of Directors of EchoStar or the Issuer, as the case may be, who: (a) was a member of such Board of Directors on the date of the Indenture; or (b) was nominated for election or elected to such Board of Directors with the affirmative vote of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"CORPORATE TRUST OFFICE OF THE TRUSTEE" shall be at the address of the Trustee specified in the Section entitled "Notices" of the Indenture or such other address as to which the Trustee may give notice to the Issuer.

"CUSTODIAN" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"DBS" means direct broadcast satellite.

"DEFAULT" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"DEFERRED PAYMENTS" means Indebtedness to satellite contractors incurred in connection with the construction and launch of EchoStar I, EchoStar II, EchoStar III and EchoStar IV in an amount not to exceed $135.0 million.

"DISH" means Dish, Ltd., a Nevada corporation.

"DISH GUARANTEE" means the Guarantee dated the date hereof, by Dish, of the Obligations of the Issuer under the Notes and the Indenture, in substantially the same form as Exhibit D hereto.

"DISH GUARANTEE DATE" means the earlier of: (i) the first date upon which Dish is permitted, pursuant to the terms of both the 1996 Notes Indenture and the 1994 Notes Indenture, to Guarantee the Issuer's total payment obligations under all of the then-outstanding Notes; and (ii) the first date upon which both the 1996 Notes and the 1994 Notes are no longer outstanding or have been defeased.

"DISH PREFERRED STOCK" means Dish's 8% Series A Cumulative Preferred Stock having an aggregate liquidation preference not in excess of $15.1 million.

"DISQUALIFIED STOCK" means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to date on which the Notes mature.

"DNCC" means Dish Network Credit Corporation, a Colorado corporation.

"ECHOSTAR" means EchoStar Communications Corporation, a Nevada corporation.

"ECHOSTAR DBS" means EchoStar DBS Corporation, a Colorado corporation.

"ECHOSTAR DBS SYSTEM" means the digital direct broadcast satellite system of the Issuer.

"ECHOSTAR I" means the Issuer's high-powered direct broadcast satellite designated as EchoStar I in the Prospectus.

"ECHOSTAR II" means the Issuer's high-powered direct broadcast satellite designated as EchoStar II in the Prospectus.

"ECHOSTAR III" means the high-powered direct broadcast satellite being constructed by DBSC as of the date of the Indenture, and any replacement satellite thereof to the extent permitted by the terms of the Indenture.

"ECHOSTAR IV" means the high-powered direct broadcast satellite being constructed which is designated as EchoStar IV in the Prospectus, and any replacement satellite thereof to the extent permitted by the terms of the Indenture.

"ECHOSTAR IV SECURITY AGREEMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit J hereto.

"ECHOSTAR GUARANTEE" means the Guarantee by EchoStar of the Obligations of the Issuer under the Notes and the Indenture, in substantially the same form as Exhibit B hereto.

"ECHOSTAR RECEIVER SYSTEM" means a satellite dish, digital satellite receiver, remote control and related components, used in connection with the DBS service provided by EchoStar and its Subsidiaries.

"ELIGIBLE INSTITUTION" means a commercial banking institution that has combined capital and surplus of not less than $500 million or its equivalent in foreign currency, whose debt is rated Investment Grade at the time as of which any investment or rollover therein is made.

"EQUITY INTERESTS" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ESBC" means EchoStar Satellite Broadcasting Corporation.

"ESBC GUARANTEE" means the Guarantee dated the date hereof, by ESBC, of the Obligations of the Issuer under the Notes and the Indenture, in substantially the same form as Exhibit C hereto.

"ESBC GUARANTEE DATE" means the earlier of: (i) the first date upon which ESBC is permitted, pursuant to the terms of the 1996 Notes Indenture, to Guarantee the Issuer's total payment obligations under all of the then-outstanding Notes; and (ii) the first date upon which the 1996 Notes are no longer outstanding or have been defeased.

"ESC" means EchoStar Satellite Corporation.

"ESCROW AGENT" means First Trust National Association, as Escrow Agent under the Interest Escrow Agreement and the Satellite Escrow Agreement, or any successor thereto appointed pursuant to such agreements.

"ESCROW ACCOUNTS SECURITY AGREEMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit H hereto.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

"EXCHANGE NOTES" means 12 1/2% Notes Due 2002 issued by the Issuer, and containing terms identical to those of the Notes (except that such Exchange Notes shall have been issued in an exchange offer registered under the Securities Act), that are issued and exchanged for the Notes pursuant to the Registration Rights Agreement and the Indenture.

"EXISTING INDEBTEDNESS" means the Notes and any other Indebtedness of the Issuer and its Subsidiaries in existence on the date of the Indenture until such amounts are repaid.

"FCC" means Federal Communications Commission.

"FULL-CONUS ORBITAL SLOT" means the 101, 110 or 119 degrees West Longitude orbital slot.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the U.S., which are applicable as of the date of determination; PROVIDED, HOWEVER; that these definitions and all ratios and calculations contained in the covenants "Restricted Payments," "Incurrence of Indebtedness, Issuance of Disqualified Stock and Issuance of Preferred Equity Interests of Subsidiaries," "Asset Sales," and "Dividend and Other Payment Restrictions Affecting Subsidiaries" shall be determined in accordance with GAAP as in effect and applied by EchoStar and its Subsidiaries on the date of the Indenture, consistently applied; PROVIDED, FURTHER, that in the event of any change in GAAP or in any change by EchoStar or any of its Subsidiaries in GAAP applied that would result in any change in any such ratio or calculation, the Issuer shall deliver to the Trustee, each time any such ratio or calculation is required to be determined or made, an Officers' Certificate setting forth the computations showing the effect of such change or application on such ratio or calculation.

"GLOBAL NOTE" means a Note evidencing all or part of the Notes issued to the Depositary for such Notes.

"GOVERNMENT SECURITIES" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States of America is pledged.

"GUARANTEE" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness.

"GUARANTOR" means EchoStar and any other entity that executes a Guarantee of the obligations of the Issuer under the Notes, and their respective successors and assigns.

"HEDGING OBLIGATIONS" means, with respect to any person, the obligations of such person under: (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and (b) other agreements or arrangements designed to protect such person against fluctuations in interest rates.

"HOLDER" means a Person in whose name a Note is registered.

"INDEBTEDNESS" means, with respect to any person, any indebtedness of such person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or representing the balance deferred and unpaid of the purchase price of any property (including pursuant to capital leases) or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing (other than Hedging Obligations) would appear as a liability upon a balance sheet of such person prepared in accordance with GAAP, and also includes, to the extent not otherwise included, the Guarantee of items that would be included within this definition.

"INDEBTEDNESS TO CASH FLOW RATIO" means, with respect to any person, the ratio of: (a) the Indebtedness of such person and its Subsidiaries as of the end of the most recently ended fiscal quarter, plus the amount of any Indebtedness incurred subsequent to the end of such fiscal quarter; to (b) such person's Consolidated Cash Flow for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such event for which such calculation is being made shall occur (the "Measurement Period"), PROVIDED, HOWEVER; that: (i) in making such computation, Indebtedness shall include the total amount of funds outstanding and available under any revolving credit facilities; and (ii) in the event that the Issuer or any of its Subsidiaries consummates a material acquisition or an Asset Sale or other disposition of assets subsequent to the commencement of the Measurement Period but prior to the event for which the calculation of the Indebtedness to Cash Flow Ratio is made, then the Indebtedness to Cash Flow Ratio shall be calculated giving pro forma effect to such material acquisition or Asset Sale or other disposition of assets, as if the same had occurred at the beginning of the applicable period.

"INDENTURE" means the Indenture, as amended or supplemented from time to time.

"IN-ORBIT INSURANCE" means, with respect to a satellite, In-Orbit insurance providing coverage beginning 180 days after the launch (or contemporaneously with the expiration of any applicable Launch Insurance) of such satellite in an amount which is, together with cash and Cash Equivalents (not including cash and Cash Equivalents in the Satellite Escrow Account) segregated and reserved on the balance sheet of the Issuer, for the duration of the useful life of the satellite or until applied in accordance with the covenant entitled "Maintenance of Insurance," in an amount equal to or greater than the cost of construction, launch and insurance of such satellite, which insurance shall provide pro rata benefits to the insured upon a loss of more than 20% of the capacity of such satellite and shall compensate the insured for a total loss upon a loss of more than 50% of the capacity of such satellite. For purposes of the Indenture, the proceeds of any In-Orbit Insurance shall be deemed to include the amount of cash and Cash Equivalents segregated and reserved by the Issuer for purposes of the preceding sentence.

"INTEREST ESCROW ACCOUNT" means an escrow account for the deposit of the proceeds from the sale of the Notes under the Interest Escrow Agreement.

"INTEREST ESCROW AGREEMENT" means the Interest Escrow Agreement, dated as of the date hereof, by and among the Escrow Agent, the Trustee and the Issuer, governing the disbursement and loan of funds from the Interest Escrow Account, in the form of Exhibit E.

"INVESTMENT GRADE" means with respect to a security, that such security is rated, by at least two nationally recognized statistical rating organizations, in one of each such organization's four highest generic rating categories.

"INVESTMENTS" means, with respect to any person, all investments by such person in other persons (including Affiliates) in the forms of loans (including Guarantees), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

"LAUNCH CONTRACT" means any contract for the launching of EchoStar IV into geostationary transfer orbit.

"LAUNCH INSURANCE" means, with respect to a satellite, launch insurance (including, at the option of the Issuer, reflight coverage for any launch by Lockheed Martin or LKE, PROVIDED that such coverage permits assignment of the right to any subsequent launch, without consent of the launch provider) covering the period of the launch of such satellite to 180 days after such launch (or for such period as otherwise specified in the applicable policy) in an amount which, together with cash and Cash Equivalents segregated and reserved on the consolidated balance sheet of the Issuer until the successful launch of such satellite or until applied in accordance with the covenant entitled "Maintenance of Insurance," is equal to or greater than the cost of construction, launch and insurance of such satellite, which insurance shall provide pro rata benefits to the insured upon a loss of more than 20% of the capacity of such satellite and shall compensate the insured for a total loss upon a loss of more than 50% of the capacity of such satellite; PROVIDED, HOWEVER, that the amount of cash and Cash Equivalents that may be used by the Issuer for purposes of this definition may include cash and Cash Equivalents contained in the Satellite Escrow Account only for purposes of Launch Insurance with respect to EchoStar IV, but only to the extent that the Issuer certifies, in an Officers' Certificate delivered to the Trustee, that such cash and Cash Equivalents are reasonably not expected to be necessary for the completion of the development, construction, launch and operation of the relevant satellite. For purposes of the Indenture, the proceeds of any Launch Insurance shall be deemed to include the amount of cash and Cash Equivalents segregated and reserved by the Issuer for purposes of the preceding sentence.

"LEGAL HOLIDAY" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

"LIEN" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent status) of any jurisdiction).

"LKE" means Lockheed-Khruenichev-Energia, Inc., a Delaware corporation.

"LOCKHEED MARTIN" means Lockheed Martin Corporation, a Maryland corporation, and its successors.

"LOCKHEED MARTIN SATELLITE CONTRACT" means the Satellite Contract, dated as of July 18, 1996, between Lockheed Martin and the Issuer, as amended from time to time.

"MARKETABLE SECURITIES" means: (a) Government Securities; (b) any certificate of deposit maturing not more than 365 days after the date of acquisition issued by, or time deposit of, an Eligible Institution; (c) commercial paper maturing not more than 365 days after the date of acquisition issued by a corporation (other than an Affiliate of the Issuer) with an Investment Grade rating, at the time as of which any investment therein is made, issued or offered by an Eligible Institution; (d) any bankers acceptances or money market deposit accounts issued or offered by an Eligible Institution; and (e) any fund investing exclusively in investments of the types described in clauses (a) through (d) above.

"MINIMUM APPRAISED VALUE" means: (a) an appraised value determined and set forth in writing by a nationally recognized appraisal firm experienced in the industry described under the covenant entitled "Activities of EchoStar" in an amount not less than the aggregate principal amount of Notes then outstanding plus all accrued and unpaid interest thereon (less any funds remaining in the Interest Escrow Account as of the date of determination); or (b) a satellite of equal or greater value as compared to EchoStar IV.

"NET INCOME" means, with respect to any person, the net income (loss) of such person, determined in accordance with GAAP, excluding, however, any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with any Asset Sale (including, without limitation, dispositions pursuant to sale and leaseback transactions), and excluding any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

"NET PROCEEDS" means the aggregate cash proceeds received by the Issuer or any of its Restricted Subsidiaries, as the case may be, in respect of any Asset Sale, net of the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, and sales commissions) and any relocation expenses incurred, as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that are the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets. Net Proceeds shall exclude any non-cash proceeds received from any Asset Sale, but shall include such proceeds when and as converted by the Issuer or any Restricted Subsidiary to cash.

"1994 NOTES INDENTURE" means the Indenture relating to the 1994 Notes.

"1994 NOTES" means the 12 7/8% Senior Discount Notes due 2004 of Dish.

"1994 CREDIT AGREEMENT" has the meaning set forth in the 1996 Notes Indenture.

"1996 NOTES INDENTURE" means the Indenture relating to the 1996 Notes.

"1996 NOTES" means the 13 1/8% Senior Discount Notes due 2004 of ESBC.

"NON-RECOURSE INDEBTEDNESS" of any person means Indebtedness of such person that: (i) is not guaranteed by any other person (except a Wholly Owned Subsidiary of the referent person); (ii) is not recourse to and does not obligate any other person (except a Wholly Owned Subsidiary of the referent person) in any way; (iii) does not subject any property or assets of any other person (except a Wholly Owned Subsidiary of the referent person), directly or indirectly, contingently or otherwise, to the satisfaction thereof; and (iv) is not required by GAAP to be reflected on the financial statements of any other person (other than a Subsidiary of the referent person) prepared in accordance with GAAP.

"NOTES" means the 12 1/2% Notes due 2002 issued under the Indenture on the date of the Indenture. For purpose of the Indenture, the term "Notes" shall include any Exchange Notes and all Notes and Exchange Notes shall vote together as a single class.

"OBLIGATIONS" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"OFFICER" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, Controller, Secretary or any Vice-President of such Person.

"OFFICERS' CERTIFICATE" means a certificate signed on behalf of the Issuer by two Officers of the Issuer, one of whom must be the principal executive officer, principal financial officer, treasurer or principal accounting officer of the Issuer.

"OPINION OF COUNSEL" means an opinion from legal counsel, who may be an employee of or counsel to the Issuer (or any Guarantor, if applicable), any Subsidiary of the Issuer (or any Guarantor, if applicable) or the Trustee.

"ORBITAL SLOT SECURITY AGREEMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit K hereto.

"PERMITTED INVESTMENTS" means: (a) Investments in the Issuer or in a Wholly Owned Subsidiary of the Issuer, other than Unrestricted Subsidiaries of the Issuer, (b) Investments in Cash Equivalents and Marketable Securities; (c) conversion of debentures of SSET and DBS Industries, Inc. ("DBSI"), in accordance with their terms, into Equity Interests of SSET and DBSI; and (d) Investments by the Issuer or any Subsidiary of the Issuer in a person if, as a result of such Investment: (i) such person becomes a Wholly Owned Restricted Subsidiary of the Issuer, or (ii) such person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or a Wholly Owned Subsidiary of the Issuer that is not an Unrestricted Subsidiary of the Issuer.

"PERMITTED LIENS" means: (a) Liens securing the Notes; (b) Liens securing the Deferred Payments; (c) Liens on EchoStar IV to the extent permitted under Article X of the Indenture and the Collateral Documents; (d) Liens securing the Bank Debt on current assets of the Issuer's Restricted Subsidiaries; (e) Liens securing the 1996 Notes and the 1994 Notes; (f) Liens securing Purchase Money Indebtedness, PROVIDED that such Indebtedness was permitted to be incurred by the terms of the Indenture and such Liens do not extend to any assets of the Issuer or its Restricted Subsidiaries other than the assets so acquired; (g) Liens securing Indebtedness the proceeds of which are used to develop, construct, launch or insure any satellites other than EchoStar I, EchoStar II, EchoStar III or EchoStar IV (or any permitted replacements thereof), PROVIDED that such Indebtedness was permitted to be incurred by the terms of the Indenture and such Liens do not extend to any assets of the Issuer or its Restricted Subsidiaries other than such satellites being developed, constructed, launched or insured and to the related licenses, permits and construction, launch, insurance and TT&C contracts; (h) Liens on orbital slots, licenses and other assets and rights of the Issuer, PROVIDED that such orbital slots, licenses and other assets and rights relate solely to the satellites referred to in clause (g) of this definition; (i) Liens on property of a person existing at the time such person is merged into or consolidated with the Issuer or any Restricted Subsidiary of the Issuer, PROVIDED, that such Liens were not incurred in connection with, or in contemplation of, such merger or consolidation, other than in the ordinary course of business; (j) Liens on property of an Unrestricted Subsidiary at the time that it is designated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary," PROVIDED that such liens were not incurred in connection with, or contemplation of, such designation; (k) Liens on property existing at the time of acquisition thereof by the Issuer or any Restricted Subsidiary of the Issuer; PROVIDED that such Liens were not incurred in connection with, or in contemplation of, such acquisition and do not extend to any assets of the Issuer or any of its Restricted Subsidiaries other than the property so acquired; (l) Liens to secure the performance of statutory obligations, surety or appeal bonds or performance bonds, or landlords', carriers', warehousemen's, mechanics', suppliers', materialmen's or other like Liens, in any case incurred in the ordinary course of business and with respect to amounts not yet delinquent or being contested in good faith by appropriate process of law, if a reserve or other appropriate provision, if any, as is required by GAAP shall have been made therefore; (m) Liens existing on the date of the Indenture; (n) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; PROVIDED that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor; (o) Liens incurred in the ordinary course of business of the Issuer or any Restricted Subsidiary of the Issuer (including, without limitation, Liens securing Purchase Money Indebtedness) with respect to obligations that do not exceed $2 million in principal amount in the aggregate at any one time outstanding; and (p) extensions, renewals or refundings of any Liens referred to in clauses (a) through (o) above, PROVIDED that any such extension, renewal or refunding does not extend to any assets or secure any Indebtedness not securing or secured by the Liens being extended, renewed or refinanced.

"PERSON" means any individual, corporation, partnership, joint venture, association, joint-stock Issuer, trust or unincorporated organization (including any subdivision or ongoing business of any such entity or substantially all of the assets of any such entity, subdivision or business).

"PREFERRED EQUITY INTEREST", in any person, means an Equity Interest of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such person, over Equity Interests of any other class in such person.

"PRINCIPALS" means Charles W. Ergen, James DeFranco, R. Scott Zimmer, Steven B. Schaver and David K. Moskowitz.

"PURCHASE MONEY INDEBTEDNESS" means indebtedness of the Issuer or any of its Restricted Subsidiaries incurred (within 180 days of such purchase) to finance the purchase of any assets of the Issuer or any of its Restricted Subsidiaries: (a) to the extent the amount of Indebtedness thereunder does not exceed 80% of the purchase cost of such assets; (b) to the extent the purchase cost of such assets is or should be included in "additions to property, plant and equipment" in accordance with GAAP; (c) to the extent that such Indebtedness is not recourse to the Issuer or any of its Restricted Subsidiaries or any of their respective assets, other than the assets so purchased; and (d) if the purchase of such assets is not part of an acquisition of any Person.

"RECEIVER SUBSIDY" means a subsidy, rebate or other similar payment by EchoStar or any of its Subsidiaries, in the ordinary course of business, to subscribers, vendors or distributors, relating to an EchoStar Receiver System, not to exceed the cost of such EchoStar Receiver System, together with the cost of installation of such EchoStar Receiver System.

"RECEIVABLES TRUST" means a trust organized solely for the purpose of securitizing the accounts receivable held by the Accounts Receivable Subsidiary that (a) shall not engage in any business other than (i) the purchase of accounts receivable or participation interests therein from the Accounts Receivable Subsidiary and the servicing thereof, (ii) the issuance of and distribution of payments with respect to the securities permitted to be issued under clause (b) below and (iii) other activities incidental to the foregoing, (b) shall not at any time incur Indebtedness or issue any securities, except (i) certificates representing undivided interests in the Trust issued to the Accounts Receivable Subsidiary and (ii) debt securities issued in an arm's length transaction for consideration solely in the form of cash and Cash Equivalents, all of which (net of any issuance fees and expenses) shall promptly be paid to the Accounts Receivable Subsidiary, and (c) shall distribute to the Accounts Receivable Subsidiary as a distribution on the Accounts Receivable Subsidiary's beneficial interest in the Receivables Trust no less frequently than once every six months all available cash and Cash Equivalents held by it, to the extent not required for reasonable operating expenses or reserves therefor or to service any securities issued pursuant to clause (b) above that are not held by the Accounts Receivable Subsidiary.

"RELATED PARTY" means, with respect to any Principal, (a) the spouse and each immediate family member of such Principal and (b) each trust, corporation, partnership or other entity of which such Principal beneficially holds an 80% or more controlling interest.

"REGISTRATION RIGHTS AGREEMENT" means the Registration Rights Agreement among the Issuer, the Guarantors, Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc.

"RESPONSIBLE OFFICER," when used with respect to the Trustee, means any officer within the Corporate Trust Administration of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"RESTRICTED INVESTMENT" means an Investment other than Permitted Investments.

"RESTRICTED SUBSIDIARY" means, any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Issuer or one or more Subsidiaries of the Issuer or a combination thereof, other than Unrestricted Subsidiaries.

"SATELLITE CONTRACT" means any contract relating to the construction of EchoStar IV, including, without limitation, the Lockheed Martin Satellite Contract.

"SATELLITE ESCROW ACCOUNT" means an escrow account for the deposit of the proceeds from the sale of the Notes under the Satellite Escrow Agreement.

"SATELLITE ESCROW AGREEMENT" means the Satellite Escrow Agreement, dated as of the date hereof, by and among the Escrow Agent, the Trustee and the Issuer, governing the disbursement and loan of funds from the Satellite Escrow Account, in the form of Exhibit F.

"SATELLITE RECEIVER" means any satellite receiver capable of receiving programming from the EchoStar DISH Network.

"SEC" means the Securities and Exchange Commission.

"SECURITIES ACT" means the Securities Act of 1933, as amended.

"SENIOR ECHOSTAR INDEBTEDNESS" means all Indebtedness for borrowed money of EchoStar, whether outstanding on the date of the Indenture or incurred after the date of the Indenture, which is not by its terms subordinate and junior to other Indebtedness of EchoStar.

"SIGNIFICANT SUBSIDIARY" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1 of the Indenture, Rule 1-02 of Regulation S-X promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the Indenture.

"SPRINGING GUARANTEES" means the Guarantees by the Springing Guarantors of the Obligations of the Issuer under the Notes and the Indenture.

"SPRINGING GUARANTORS" means Dish and ESBC.

"SSET" means Satellite Systems Engineering Technologies, Inc. and its Affiliates.

"STOCK PLEDGE AGREEMENT" means the Pledge Agreement dated the date hereof, substantially in the form of Exhibit G hereto.

"SUBSIDIARY" means, with respect to any person, any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other Subsidiaries of such person or a combination thereof.

"SUPPLEMENTAL INDENTURE" means any supplemental indenture relating to the Indenture.

"TIA" means the Trust Indenture Act of 1939 as in effect on the date on which the Indenture is qualified under the TIA.

"TRUSTEE" means the party named as such above until a successor replaces it in accordance with the applicable provisions of the Indenture and thereafter means the successor serving hereunder.

"TT&C" means telemetry, tracking and control.

"UNRESTRICTED SUBSIDIARY" means; (A) EchoStar Real Estate Corporation, EchoStar International (Mauritius) Ltd., EchoStar Manufacturing and Distribution Pvt. Ltd. and Satrec Mauritius Ltd.; and (B) any Subsidiary of the Issuer designated as an Unrestricted Subsidiary in a resolution of the Board of Directors of the Issuer: (a) no portion of the Indebtedness or any other obligation (contingent or otherwise) of which, at the time of such designation: (i) is guaranteed by the Issuer or any other Subsidiary of the Issuer (other than another Unrestricted Subsidiary); (ii) is recourse to or obligates the Issuer or any other Subsidiary of the Issuer (other than another Unrestricted Subsidiary) in any way; or (iii) subjects any property or asset of the Issuer or any other Subsidiary of the Issuer (other than another Unrestricted Subsidiary), directly or indirectly, contingently or otherwise, to satisfaction thereof; (b) with which neither the Issuer nor any other Subsidiary of the Issuer (other than another Unrestricted Subsidiary) has any contract, agreement, arrangement, understanding or is subject to an obligation of any kind, written or oral, other than on terms no less favorable to the Issuer or such other Subsidiary than those that might be obtained at the time from persons who are not Affiliates of the Issuer; (c) with which neither the Issuer nor any other Subsidiary of the Issuer (other than another Unrestricted Subsidiary) has any obligation: (i) to subscribe for additional shares of Capital Stock or other equity interests therein; or (ii) to maintain or preserve such Subsidiary's financial condition or to cause such Subsidiary to achieve certain levels of operating results and (d) which does not provide direct broadcast

services in any capacity other than as a selling, billing and collection agent for one or more of the Issuer and its Restricted Subsidiaries; PROVIDED, HOWEVER, that none of the Issuer, Dish, EchoStar Satellite Corporation, DirectSat Corporation, Echo Acceptance Corporation, Houston Tracker Systems, Inc., EchoStar International Corporation and Echosphere Corporation may be designated as Unrestricted Subsidiaries. At the time that the Issuer designates a Subsidiary as an Unrestricted Subsidiary, the Issuer will be deemed to have made a Restricted Investment in an amount equal to the fair market value (as determined in good faith by the Board of Directors of the Issuer evidenced by a resolution of the Board of Directors of the Issuer and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value of such Subsidiary exceeds $10 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Issuer) of such Subsidiary; PROVIDED that the Issuer may designate DNCC as an Unrestricted Subsidiary at any time and such designation shall not be deemed a Restricted Investment if, but only if, the provisions of clauses (B) (a), (b), (c) and (d) shall have been complied with prior to such designation. An Unrestricted Subsidiary may be designated as a Restricted Subsidiary of the Issuer if, at the time of such designation after giving pro forma effect thereto as if such designation had occurred at the beginning of the applicable four-quarter period, the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Cash Flow Ratio test set forth in the covenant entitled "--Incurrence of Indebtedness, Issuance of Disqualified Stock and Issuance of Preferred Equity Interest of Subsidiaries."

"WEIGHTED AVERAGE LIFE TO MATURITY" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding principal amount of such Indebtedness into (b) the total of the product obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment.

"WHOLLY OWNED RESTRICTED SUBSIDIARY" means a Wholly Owned Subsidiary of the Issuer that is a Restricted Subsidiary of the Issuer.

"WHOLLY OWNED SUBSIDIARY" means, with respect to any person, any Subsidiary all of the outstanding voting stock (other than directors' qualifying shares) of which is owned by such person, directly or indirectly.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes the principal U.S. federal income tax consequences of the ownership and disposition of Notes. This summary is based on the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), administrative pronouncements, judicial decisions and existing and proposed Treasury Regulations, changes to any of which subsequent to the date hereof may affect the tax consequences described below. This summary addresses only initial holders of Notes who acquire such Notes at the offering price, as defined below, and discusses only Notes held as capital assets within the meaning of Section 1221 of the Code. It does not discuss all of the tax consequences that may be relevant to a holder in light of such holder's particular circumstances or to holders subject to special rules, such as certain financial institutions, insurance companies, dealers in securities or persons holding the Notes as part of a straddle or a hedging arrangement.

HOLDERS OF NOTES SHOULD CONSULT THEIR TAX ADVISORS WITH REGARD TO THE APPLICATION OF THE UNITED STATES FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS, AS WELL AS WITH REGARD TO ANY TAX CONSEQUENCES ARISING UNDER THE LAWS OF ANY STATE, LOCAL OR FOREIGN JURISDICTION.

INTEREST

Holders of Notes will be required to include stated interest on the Notes in gross income for Federal income tax purposes in accordance with their regular method of accounting for tax purposes. The Notes were not issued with original issue discount.

SALE, EXCHANGE OR RETIREMENT OF THE NOTES

In general, a holder of a Note will recognize gain or loss on the sale, exchange, retirement or other taxable disposition of such Note measured by the difference, if any, between (i) the amount of cash and the fair market value of property received and (ii) the holder's tax basis in the Note.

Gain or loss realized on the sale, exchange or retirement of a Note will be capital gain or loss and will be long-term capital gain or loss if the holding period of the Note exceeds one year as of the date of the sale, exchange or retirement. Under current law, the excess of net long-term capital gains over net short-term capital losses is taxed at a lower rate than ordinary income for certain non-corporate taxpayers. The distinction between capital gain or loss and ordinary income or loss is also relevant for purposes of, among other things, limitation on the deductibility of capital losses.

EXCHANGE OFFER

The exchange of Old Notes for the Exchange Notes will not be treated as a taxable exchange for federal income tax purposes because, other than the fact that the Exchange Notes will be registered under the Securities Act, the terms of the Exchange Notes will be identical to the terms of the Old Notes.

BACKUP WITHHOLDING AND INFORMATION REPORTING

Certain noncorporate holders may be subject to backup withholding at a rate of 31% on payments of principal and interest and premium on, and the proceeds of disposition of, a Note. Backup withholding will apply only if the holder: (i) fails to furnish its Taxpayer Identification Number ("TIN") which, for an individual, would be his or her Social Security number; (ii) furnishes an incorrect TIN; (iii) is notified by the IRS that it has failed properly to report payments of interest and dividends; or (iv) under certain circumstances, fails to certify, under penalty of perjury, that it has furnished a correct TIN and has not been notified by the IRS that it is subject to backup withholding for failure to report interest and dividend payments. Holders of the Notes should consult their tax advisors regarding their qualification for exemption from backup withholding and the procedure for obtaining such an exemption, if applicable.

The amount of any backup withholding from a payment to a holder of a Note will be allowed as a credit against the holder's U.S. federal income tax liability and may entitle the holder to a refund, PROVIDED that the required information is furnished to the Internal Revenue Service.

OTHER TAX CONSEQUENCES

In addition to the federal income tax considerations described above, prospective purchasers of Notes should consider potential state, local, income, franchise, personal property and other taxation in any state or locality and the tax effect of ownership, sale, exchange, or retirement of Notes in any state or locality. Prospective purchasers of Notes are advised to consult their own tax advisors with respect to any state or local income, franchise, personal property or other tax consequences arising out of their ownership of the Notes.

THE FOREGOING DISCUSSION IS FOR GENERAL INFORMATION AND IS NOT TAX ADVICE. ACCORDINGLY, EACH HOLDER OF NOTES SHOULD CONSULT HIS OWN TAX ADVISOR AS TO THE PARTICULAR TAX CONSEQUENCES TO HIM OF THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN INCOME TAX LAWS AND ANY RECENT OR PROSPECTIVE CHANGES IN APPLICABLE TAX LAWS.

PLAN OF DISTRIBUTION

Based on interpretation by the Staff set forth in no-action letters issued to third parties, the Issuer believes that Exchange Notes issued pursuant to the Exchange Offer in exchange for the Old Notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any holder which is (i) an affiliate of the Issuer, (ii) a broker-dealer who acquired Old Notes directly from the Issuer or (iii) a broker-dealer who acquired Old Notes as a result of market-making or other trading activities) without compliance with the registration and prospectus delivery provisions of the Securities Act PROVIDED that such Exchange Notes are acquired in the ordinary course of such holders' business, and such holders are not engaged in, and do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of such Exchange Notes; PROVIDED that broker-dealers ("Participating Broker-Dealers") receiving Exchange Notes in the Exchange Offer will be subject to a prospectus delivery requirement with respect to resales of such Exchange Notes. To date, the Staff has taken the position that Participating Broker-Dealers may fulfill their prospectus delivery requirements with respect to transactions involving an exchange of securities such as the exchange pursuant to the Exchange Offer (other than a resale of an unsold allotment from the sale of the Old Notes to the Initial Purchasers) with the prospectus contained in the Registration Statement. Pursuant to the Registration Rights Agreement, the Issuer has agreed to permit Participating Broker-Dealers and other persons, if any, subject to similar prospectus delivery requirements to use this Prospectus in connection with the resale of such Exchange Notes. The Issuer has agreed that, for a period of 180 days after the Exchange Date, it will make this Prospectus, and any amendment or supplement to this Prospectus, available to any broker-dealer that requests such documents in the Letter of Transmittal.

Each holder of the Old Notes who wishes to exchange its Old Notes for Exchange Notes in the Exchange Offer will be required to make certain representations to the Issuer as set forth in "The Exchange Offer - Terms and Conditions of the Letter of Transmittal." In addition, each holder who is a broker-dealer and who receives Exchange Notes for its own account in exchange for Old Notes that were acquired by it as a result of market-making activities or other trading activities will be required to acknowledge that it will deliver a Prospectus in connection with any resale by it of such Exchange Notes.

The Issuer will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The Issuer has agreed to pay all expenses incidental to the Exchange Offer other than commissions and concessions of any brokers or dealers and will indemnify holders of the Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act, as set forth in the Registration Rights Agreement.

NOTICE TO INVESTORS

Because the following instructions will apply to any Old Notes held by holders who do not participate in the Exchange Offer, holders of the Old Notes are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Old Notes.

The Old Notes have not been registered under the Securities Act and may not be offered or sold within the United States or to U.S. Persons (as such terms as defined under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. Accordingly, the Old Notes were offered only to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A, and to a limited number of institutional "accredited investors" within the meaning of Rule 501(a)(1), (2), (3) and (7) under the Securities Act.

Each purchaser of Old Notes purchased in a sale made in reliance on Rule 144A has been deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A are used herein as defined therein):

(1) The purchaser is either (A) a qualified institutional buyer and is aware that the sale to it is being made in reliance on Rule 144A, and such qualified institutional buyer has acquired such Old Notes for its own account or for the account of another qualified institutional buyer or, (B) an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act (an "accredited investor") or, (C) if the Old Notes are to be purchased for one or more accounts ("investor accounts") for which it is acting as fiduciary or agent, each such account is an accredited investor on a like basis.

(2) The purchaser understands that the Old Notes were offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the Old Notes have not been registered under the Securities Act and that: (A) the Old Notes may be offered, resold, pledged or otherwise transferred only: (i) to a person who the seller reasonable believes is a qualified institutional buyer in the transaction meeting the requirements of Rule 144A, in a transaction meeting the requirements of Rule 144 under the Securities Act, outside the United States to a foreign person in a transaction meeting the requirement of Rule 904 under the Securities Act or in accordance with another exemption form the registration requirements of the Securities Act (and based upon an Opinion to Counsel if the Issuer so requests); (ii) to the Issuer; or (iii) pursuant to an effective registration statement, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction; and (B) the purchaser will, and each subsequent holder is required to, notify any subsequent purchaser from it of the resale restrictions set forth in (A) above.

(3) The purchaser understands that the certificates evidencing the Old Notes bear, and if not exchanged pursuant to the Exchange Offer will continue to bear, a legend substantially to the following effect unless otherwise agreed by the Issuer and the holder thereof:

> "THIS NOTE (OR ITS PREDECESSOR) HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT)(A "QIB"), (2) AGREES THAT IT WILL NOT, WITHIN THE TIME PERIOD REFERRED TO UNDER RULE 144(k) (TAKING INTO ACCOUNT THE PROVISIONS OF RULE 144(d) UNDER THE SECURITIES ACT, IF APPLICABLE) UNDER THE SECURITIES ACT AS IN EFFECT ON THE DATE OF THE TRANSFER OF THIS NOTE, RESELL OR OTHERWISE TRANSFER THIS

NOTE EXCEPT (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON WHOM THE HOLDER REASONABLY BELIEVES IS A QIB PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (D) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER) OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AND (3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. THE INDENTURE CONTAINS A PROVISION REQUIRING THE TRUSTEE TO REFUSE TO REGISTER ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING RESTRICTIONS."

(4) The purchaser acknowledged that none of the Issuer, the Initial Purchasers, or any person representing the Issuer or the Initial Purchasers made any representations to it with respect to the Issuer or the offering or sale of the Old Notes, other than the information contained in the Prospectus, dated June 20, 1997, relating to the Old Notes (the "Prospectus"), which was delivered to it and upon which it relied in making its investment decision with respect to the Old Notes. The purchaser had access to such financial and other information concerning the Issuer and the Old Notes as it deemed necessary in connection with its decision to purchase the Old Notes, including an opportunity to ask questions of and request information from the Issuer and the Initial Purchasers.

(5) The purchaser acknowledged that the Issuer and the Initial Purchasers, and others relied upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the foregoing acknowledgements, representations or agreements deemed to have been made by it are no longer accurate, it shall promptly notify the Initial Purchasers. If such purchaser acquired Old Notes as a fiduciary or agent for one or more investor accounts, such purchaser represented that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Each purchaser of Old Notes that is an institutional accredited investor executed and delivered a purchaser's letter for the benefit of the Initial Purchasers and the Issuer, substantially in the form included as Appendix A to the Prospectus, whereby such institutional accredited investor (a) agreed to the restrictions on transfer set forth in clause (2) above, (b) confirmed that it: (i) acquired Old Notes having a minimum purchase price of at least $100,000 for its own account and for each separate account for which it is acting; (ii) acquired such Old Notes for its own account or for certain qualified institutional accounts, as specified therein; and (iii) did not acquire the Notes with a view to distribution thereof in a transaction that would violate the Securities Act or the securities laws of any State of the United States or any other applicable jurisdiction; and (c) acknowledged that the registrar and transfer agent for the Old Notes will not be required to accept for registration of transfer any Old Notes acquired by them, except upon presentation of evidence satisfactory to the Issuer that the restriction on transfer set forth in clause (2) above have been complied with, and that any such Old Notes will be in the form of definitive physical certificates bearing the legend set forth in clause (3) above.

The Old Notes may not be sold or transferred to, and each purchaser, by its purchase of the Old Notes has been deemed to have represented and covenanted that it did not acquire the Old Notes for or on behalf of, and will not transfer the Old Notes to, any pension or welfare plan (as defined in Section 3 of the Employee Retirement Income Security Act of 1974; "ERISA") except that such a purchase for or on behalf of a pension or welfare plan shall be permitted:

(1) to the extent such purchase is made by or on behalf of a bank collective investment fund maintained by the purchaser in which no plan (together with any other plans maintained by the same employer or employee organization) has an interest in excess of 10% of the total assets in such collective investment fund and the conditions of Section III of Prohibited Transaction Class Exemption 91-38 issued by the Department of Labor are satisfied;

(2) to the extent such purchase is made by or on behalf of an insurance company pooled separate account maintained by the purchaser in which, at any time while the Old Notes are outstanding, no plan (together with any other plans maintained by the same employer or employee organization) has an interest in excess of 10% of the total of all assets in such pooled separate account and the conditions of Section III of Prohibited Transaction Class Exemption 90-1 issued by the Department of Labor are satisfied;

(3) to the extent such purchase is made on behalf of a plan by: (i) an investment advisor registered under the Investment Advisers Act of 1940 that had as of the last day of its most recent fiscal year total assets under its management and control in excess of $50 million and had stockholders' or partners' equity in excess of $0.75 million, as shown in its most recent balance sheet prepared in accordance with generally accepted accounting principles; or (ii) a bank as defined in Section 202(a)(2) of the Investment Advisers Act of 1940 with equity capital in excess of $1 million as of the last day of its most recent fiscal year; or (iii) an insurance company which is qualified under the laws of more than one state to manage, acquire or dispose of any assets of a plan, which insurance company has as of the last day of its most recent fiscal year, net worth in excess of $1 million and which is subject to supervision and examination by a state authority having supervision over insurance companies and, in any case, such investment advisor, bank or insurance company is otherwise a qualified professional asset manager, as such term is used in Prohibited Transaction Class Exemption 84-14 issued by the Department of Labor, and the assets of such plan when combined with the assets of other plans established or maintained by the same employer (or affiliate thereof) or employee organization and managed by such investment advisor, bank or insurance company, do not represent more than 20% of the total client assets managed by such investment advisor, bank or insurance company, and the conditions of Section I of such exemption are otherwise satisfied; or

(4) to the extent such plan is a governmental plan (as defined in Section 3 of ERISA) which is not subject to the provision of Title I of ERISA of Section 401 of the Internal Revenue Code.

INDEPENDENT ACCOUNTANTS

The audited financial statements of the Issuer included in this Prospectus have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of such firm as experts in giving such reports.

LEGAL MATTERS

The validity of the Notes has been passed upon for the Issuer by Baker & Hostetler LLP.

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REPORT OF INDEPENDENT ACCOUNTANTS

To EchoStar DBS Corporation:

We have audited the accompanying consolidated balance sheets of EchoStar DBS Corporation (a Colorado corporation) and subsidiaries, as described in Note 1, as of December 31, 1995 and 1996, and the related consolidated statements of operations, stockholder's equity and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of the Companies' management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of EchoStar DBS Corporation and subsidiaries as of December 31, 1995 and 1996, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1996, in conformity with generally accepted accounting principles.

ARTHUR ANDERSEN LLP

Denver, Colorado,
March 14, 1997.

ECHOSTAR DBS CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
ASSETS			
Current Assets:			
Cash and cash equivalents	$ 13,949	$ 38,438	$ 29,989
Marketable investment securities	210	18,807	3,528
Trade accounts receivable, net of allowance for uncollectible accounts of $1,106, $1,494 and $1,642, respectively	9,115	13,483	31,158
Inventories	38,769	72,767	57,043
Income tax refund receivable	3,870	4,830	4,391
Deferred tax assets	1,834	-	-
Subscriber acquisition costs, net	-	68,129	80,945
Other current assets	12,791	15,031	13,848
Total current assets	80,538	231,485	220,902
Restricted Cash and Marketable Investment Securities:			
1994 Notes escrow	73,291	-	-
1996 Notes escrow	-	47,491	17,907
Other	26,400	31,450	33,445
Total restricted cash and marketable investment securities	99,691	78,941	51,352
Property and equipment, net	333,199	528,577	534,686
FCC authorizations, net	11,309	72,500	74,438
Advances to affiliates, net	1,320	68,607	96,997
Deferred tax assets	12,109	79,663	79,663
Other noncurrent assets	21,129	25,770	26,601
Total assets	$559,295	$1,085,543	$1,084,639
LIABILITIES AND STOCKHOLDER'S EQUITY			
Current Liabilities:			
Trade accounts payable	$ 19,063	$ 41,228	$ 41,662
Deferred programming and product revenue - DISH Network-SM- subscriber promotions.	-	97,959	124,739
Deferred programming revenue - DISH Network-SM-	-	4,407	5,612
Deferred programming revenue - C-band	584	734	682
Accrued expenses and other current liabilities	26,314	30,125	35,831
Deferred tax liabilities	-	12,674	12,674
Current portion of long-term debt	4,782	11,334	11,334
Total current liabilities	50,743	198,461	232,534
Long-term obligations, net of current portion:			
Long-term deferred signal carriage revenue	-	5,949	6,682
1994 Notes	382,218	437,127	451,907
1996 Notes	-	386,165	398,399
Mortgage and other notes payable, excluding current portion	33,444	51,428	48,298
Note payable to ECC	-	12,000	12,000
Other long-term liabilities	-	1,088	3,445
Total long-term obligations, net of current portion	415,662	893,757	920,731
Total liabilities	466,405	1,092,218	1,153,265
Commitments and Contingencies (Note 11)			
Stockholder's Equity (Notes 2 and 9):			
Preferred Stock, 20,000,000 and no shares authorized, 1,616,681 and no shares of 8% Series A Cumulative Preferred Stock issued and outstanding, including accrued dividends of $1,555, $-0- and $-0-, respectively	16,607	-	-
Class A Common Stock, $.01 par value, 200,000,000, -0- and -0- shares authorized, 6,470,599, -0- and -0- shares issued and outstanding, respectively	65	-	-
Class B Common Stock, $.01 par value, 100,000,000, -0- and -0- shares authorized, 29,804,401, -0- and -0- shares issued and outstanding, respectively	298	-	-
Common Stock, $.01 par value, -0-, 1,000 and 1,000 shares authorized, issued and outstanding, respectively	-	-	-
Additional paid-in capital	89,495	108,839	108,839
Unrealized holding gains (losses) on available-for-sale securities, net of deferred taxes	251	(12)	(13)
Accumulated deficit	(13,826)	(115,502)	(177,452)
Total stockholder's equity	92,890	(6,675)	(68,626)
Total liabilities and stockholder's equity	$559,295	$1,085,543	$1,084,639

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR DBS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands)

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
REVENUE:					
DTH products and technical services	$172,753	$146,910	$ 136,377	$ 36,741	$ 11,589
DISH Network-SM- promotions - subscription television services and products	-	-	22,746	-	32,153
DISH Network-SM- subscription television services	-	-	37,898	464	25,399
C-band programming	14,540	15,232	11,921	3,449	2,163
Loan origination and participation income	3,690	1,748	789	372	158
Total revenue	190,983	163,890	209,731	41,026	71,462
EXPENSES:					
DTH products and technical services	133,635	116,758	123,505	32,750	9,224
DISH Network-SM- programming	-	-	19,079	105	19,425
C-band programming	11,670	13,520	10,510	3,178	1,763
Selling, general and administrative	30,219	38,504	86,894	10,654	30,896
Subscriber promotion subsidies	-	-	35,239	-	12,777
Amortization of subscriber acquisition costs	-	-	15,991	-	28,062
Depreciation and amortization	2,243	3,114	27,378	3,330	12,643
Total expenses	177,767	171,896	318,596	50,017	114,790
Operating income (loss)	13,216	(8,006)	(108,865)	(8,991)	(43,328)
Other Income (Expense):					
Interest income	8,420	12,545	15,111	1,978	1,649
Interest expense, net of amounts capitalized	(21,408)	(23,985)	(62,430)	(5,897)	(20,090)
Minority interest in loss of consolidated joint venture and other	261	894	(345)	(1)	(162)
Total other income (expense), net	(12,727)	(10,546)	(47,664)	(3,920)	(18,603)
Income (loss) before income taxes	489	(18,552)	(156,529)	(12,911)	(61,931)
Income tax (provision) benefit, net	(399)	6,191	54,853	5,124	(19)
Net income (loss)	$ 90	$ (12,361)	$ (101,676)	$ (7,787)	$ (61,950)

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR DBS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
(In thousands)

	SHARES OF COMMON STOCK OUTSTANDING	PREFERRED STOCK	COMMON STOCK	COMMON STOCK WARRANTS	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED DEFICIT AND UNREALIZED HOLDING GAINS (LOSSES)	TOTAL
	(NOTES 1 AND 9)						
Balance, December 31, 1993	32,221	$ -	$ 322	$ -	$ 49,378	$ -	$ 49,700
Issuance of Class A Common Stock:							
For acquisition of DirectSat, Inc.	999	-	11	-	8,989	-	9,000
For cash	324	-	3	-	3,830	-	3,833
Issuance of 1,616,681 shares of 8% Series A Cumulative Preferred Stock	-	15,052	-	-	-	-	15,052
Issuance of Common Stock Warrants	-	-	-	26,133	-	-	26,133
8% Series A Cumulative Preferred Stock dividends	-	939	-	-	-	(939)	-
Net income	-	-	-	-	-	90	90
Balance, December 31, 1994	33,544	15,991	336	26,133	62,197	(849)	103,808
8% Series A Cumulative Preferred Stock dividends	-	616	-	-	-	(616)	-
Exercise of Common Stock Warrants	2,731	-	26	(25,419)	25,393	-	-
Common Stock Warrants exchanged for ECC Warrants	-	-	-	(714)	714	-	-
Launch bonuses funded by issuance of ECC's Class A Common Stock	-	-	-	-	1,192	-	1,192
Unrealized holding gains on available-for-sale securities, net	-	-	-	-	-	251	251
Net loss	-	-	-	-	-	(12,361)	(12,361)
Balance, December 31, 1995	36,275	16,607	362	-	89,496	(13,575)	92,890
Issuance of Common Stock (Note 1)	1	-	-	-	2	-	2
Reorganization of entities under common control (Note 1)	(36,275)	(16,607)	(362)	-	16,969	-	-
Income tax benefit of deduction for income tax purposes on exercise of Class A Common Stock options	-	-	-	-	2,372	-	2,372
Unrealized holding losses on available-for-sale securities, net	-	-	-	-	-	(263)	(263)
Net loss	-	-	-	-	-	(101,676)	(101,676)
Balance, December 31, 1996	1	-	-	-	108,839	(115,514)	(6,675)
Unrealized holding losses on available-for-sale securities, net (unaudited)	-	-	-	-	-	(1)	(1)
Net loss (unaudited)	-	-	-	-	-	(61,950)	(61,950)
Balance, March 31, 1997 (unaudited)	1	$ -	$ -	$ -	$ 108,839	$ (177,465)	$ (68,626)

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR DBS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ 90	$ (12,361)	$(101,676)	$ (7,787)	$(61,950)
Adjustments to reconcile net income (loss) to net cash flows from operating activities:					
Depreciation and amortization	2,243	3,114	27,378	3,330	12,643
Amortization of subscriber acquisition costs	-	-	15,991	-	28,062
Deferred income tax benefit	(7,330)	(4,825)	(50,515)	(2,493)	-
Amortization of debt discount and deferred financing costs	20,662	23,528	61,695	5,347	18,542
Employee benefits funded by issuance of Class A Common Stock.	-	1,192	-	-	-
Change in reserve for excess and obsolete inventory	502	1,212	2,866	227	(2,302)
Change in long-term deferred signal carriage revenue	-	-	5,949	3,790	733
Change in accrued interest on convertible subordinated debentures from SSET	(279)	(860)	(484)	-	-
Other, net	(37)	276	1,020	(170)	2,232
Changes in current assets and current liabilities, net (see Note 2)	8,354	(33,164)	14,940	(2,378)	(4,879)
Net cash flows provided by (used in) operating activities	24,205	(21,888)	(22,836)	(134)	(6,919)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of marketable investment securities	(15,100)	(3,004)	(138,328)	(2)	-
Sales of marketable investment securities	4,439	33,816	119,730	-	15,279
Purchases of restricted marketable investment securities	(11,400)	(15,000)	(21,100)	(15,500)	(1,995)
Funds released from restricted cash and marketable investment securities - other	-	-	16,050	-	-
Advances (to) from affiliates, net	-	-	(63,958)	3,003	(23,446)
Purchases of property and equipment	(3,507)	(4,048)	(45,822)	(2,715)	(11,364)
Offering proceeds and investment earnings placed in escrow	(329,831)	(9,589)	(193,972)	(178,452)	(416)
Funds released from escrow accounts	144,400	122,149	219,352	17,785	30,000
Investment in SSET	(8,750)	-	-	-	(500)
Payments received on convertible subordinated debentures from SSET	-	-	6,445	-	-
Investment in DBSC	(4,210)	4,210	-	-	-
Expenditures for satellite systems under construction	(115,752)	(109,507)	(137,939)	(7,928)	(6,005)
Expenditures for FCC authorizations	(159)	(458)	(55,420)	(13,829)	-
Other	1,305	-	-	-	47
Net cash flows provided by (used in) investing activities	(338,565)	18,569	(294,962)	(197,638)	1,600
CASH FLOWS FROM FINANCING ACTIVITIES:					
Minority investor investment in and loan to consolidated joint venture	1,000	-	-	-	-
Net proceeds from issuance of 1994 Notes and Common Stock Warrants	323,325	-	-	-	-
Net proceeds from issuance of Class A Common Stock	3,833	-	-	-	-
Proceeds from issuance of Common Stock	-	-	2	2	-
Proceeds from note payable to ECC	-	-	12,000	12,000	-
Net proceeds from issuance of 1996 Notes	-	-	336,916	337,043	-
Expenditures from escrow for offering costs	(837)	-	-	-	-
Proceeds from refinancing of mortgage indebtedness	4,200	-	-	-	-
Repayments of mortgage indebtedness and notes payable	(3,435)	(238)	(6,631)	(1,022)	(3,130)
Loans from stockholder, net	4,000	-	-	-	-
Repayment of loans from stockholder	(4,075)	-	-	-	-
Dividends paid	(3,000)	-	-	-	-
Net cash flows provided by (used in) financing activities	325,011	(238)	342,287	348,023	(3,130)
Net increase (decrease) in cash and cash equivalents	10,651	(3,557)	24,489	150,251	(8,449)
Cash and cash equivalents, beginning of year	6,855	17,506	13,949	13,949	38,438
Cash and cash equivalents, end of year	$ 17,506	$ 13,949	$ 38,438	$ 164,200	$ 29,989

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR DBS CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of March 31, 1997 and for the Three Months Ended March 31, 1996 and March 31, 1997 is Unaudited)

THE ACCOMPANYING CONSOLIDATED FINANCIAL STATEMENTS FORM PART OF THE PROSPECTUS TO EXCHANGE (THE "EXCHANGE OFFER") THE 12 1/2% SENIOR SECURED NOTES DUE 2002 THAT WERE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "OLD NOTES") FOR PUBLICLY REGISTERED NEW 12 1/2% SENIOR SECURED NOTES DUE 2002 WITH SUBSTANTIALLY IDENTICAL TERMS (THE "EXCHANGE NOTES" AND TOGETHER WITH THE OLD NOTES, THE "NOTES"). THE OLD NOTES WERE ISSUED BY ECHOSTAR DBS CORPORATION ("DBS CORP"), A WHOLLY-OWNED SUBSIDIARY OF ECHOSTAR COMMUNICATIONS CORPORATION ("ECC") ON JUNE 25, 1997. IN CONNECTION WITH THE ISSUANCE OF THE OLD NOTES, ECC CONTRIBUTED ALL OF THE OUTSTANDING CAPITAL STOCK OF ITS WHOLLY-OWNED SUBSIDIARY, ECHOSTAR SATELLITE BROADCASTING CORPORATION ("ESBC") TO DBS CORP. THE ACCOMPANYING FINANCIAL STATEMENTS RETROACTIVELY REFLECT THE RESULTING STRUCTURE AND HISTORICAL RESULTS OF DBS CORP AND ITS PREDECESSORS AS A REORGANIZATION OF ENTITIES UNDER COMMON CONTROL. (SEE ORGANIZATIONAL HISTORY AND LEGAL STRUCTURE BELOW).

ECC IS A PUBLICLY TRADED COMPANY ON THE NASDAQ NATIONAL MARKET. AS USED HEREIN, "ECHOSTAR" REFERS TO ECC AND ITS SUBSIDIARIES. THE "COMPANY" REFERS TO DBS CORP AND ITS SUBSIDIARIES, AS REORGANIZED.

DBS CORP WAS FORMED UNDER COLORADO LAW IN JANUARY 1996 FOR THE INITIAL PURPOSE OF PARTICIPATING IN A FEDERAL COMMUNICATIONS COMMISSION ("FCC") AUCTION. ON JANUARY 26, 1996, DBS CORP SUBMITTED THE WINNING BID OF $52.3 MILLION FOR 24 DIRECT BROADCAST SATELLITE ("DBS") FREQUENCIES AT 148DEG. WL. FUNDS NECESSARY TO COMPLETE THE PURCHASE OF THE DBS FREQUENCIES AND COMMENCE CONSTRUCTION OF THE COMPANY'S FOURTH DBS SATELLITE, ECHOSTAR IV, HAVE BEEN ADVANCED TO DBS CORP BY ECC AND ESBC.

1. ORGANIZATION AND BUSINESS ACTIVITIES (CONTINUED)

PRINCIPAL BUSINESS

The Company currently is one of only three DBS companies in the United States with the capacity to provide comprehensive nationwide DBS programming service. The Company's DBS service (the "DISH Network-SM-") commenced operations in March 1996 after the successful launch of its first satellite ("EchoStar I"). The Company launched its second satellite ("EchoStar II") on September 10, 1996. EchoStar II significantly increased the channel capacity and programming offerings of the DISH Network-SM- when it became fully operational in November 1996. The Company currently provides approximately 120 channels of digital video programming and over 30 channels of CD quality audio programming to the entire continental United States. In addition to its DISH Network-SM- business, the Company is engaged in the design, manufacture, distribution and installation of satellite direct-to-home ("DTH") products and domestic distribution of DTH programming.

The Company's business objective is to become one of the leading providers of subscription television and other satellite-delivered services in the United States. The Company had approximately 350,000 and 480,000 subscribers to DISH Network-SM- programming as of December 31, 1996 and March 31, 1997, respectively.

RECENT DEVELOPMENTS

On February 24, 1997, EchoStar and The News Corporation Limited ("News") announced an agreement (the "News Agreement") pursuant to which, among other things, News agreed to acquire approximately 50% of the outstanding capital stock of EchoStar. News also agreed to make available for use by EchoStar the DBS license for 28 frequencies at 110DEG. West Longitude ("WL") purchased by MCI Communications Corporation for over $682 million following a 1996 an FCC auction. During late April 1997, substantial disagreements arose between the parties regarding their obligations under the News Agreement.

On May 8, 1997 EchoStar filed a Complaint in the United States District Court for the District of Colorado (the "Court"), Civil Action No. 97-960, requesting that the Court confirm EchoStar's position and declare that News is obligated pursuant to the News Agreement to lend $200 million to EchoStar without interest and upon such other terms as the Court orders.

On May 9, 1997, EchoStar filed a First Amended Complaint significantly expanding the scope of the litigation to include breach of contract, failure to act in good faith, and other causes of action. EchoStar seeks specific performance of the News

1. ORGANIZATION AND BUSINESS ACTIVITIES (CONTINUED)

Agreement and damages, including lost profits based on, among other things, a jointly prepared ten-year business plan showing expected profits for EchoStar in excess of $10 billion based on consummation of the transactions contemplated by the News Agreement.

On June 9, 1997, News filed an answer and counterclaims seeking unspecified damages. News' answer denies all of the material allegations in the First Amended Complaint and asserts numerous defenses, including bad faith, misconduct and failure to disclose material information on the part of EchoStar and its Chairman and Chief Executive Officer, Charles W. Ergen. The counterclaims, in which News is joined by its subsidiary American Sky Broadcasting, L.L.C., assert that EchoStar and Ergen breached their agreements with News and failed to act and negotiate with News in good faith. EchoStar has responded to News' answer and denied the allegations in their counterclaims. EchoStar also has asserted various affirmative defenses. EchoStar intends to diligently defend against the counterclaims. The parties are now in discovery. A trial date has not been set.

While EchoStar is confident of its position and believes it will ultimately prevail, the litigation could continue for many years and there can be no assurance concerning the outcome of the litigation.

ORGANIZATIONAL HISTORY AND LEGAL STRUCTURE

Certain companies principally owned and controlled by Mr. Charles W. Ergen were reorganized in 1993 into Dish, Ltd., formerly known as EchoStar Communications Corporation (together with its subsidiaries, "Dish, Ltd."). The principal reorganized entities included EchoStar Satellite Corporation ("ESC"), which holds licenses for certain DBS frequencies and is the operator of the DISH Network-SM-, and Echosphere Corporation and Houston Tracker Systems, Inc. ("HTS"), which are primarily engaged in the design, assembly, marketing and worldwide distribution of direct to home ("DTH") satellite television products. The reorganized group also includes other less significant domestic enterprises and several foreign entities involved in related activities outside the United States.

During 1994, Dish, Ltd. merged one of its subsidiaries with DirectSat Corporation ("DirectSat"), an approximately 80% owned subsidiary of SSE Telecom, Inc. ("SSET") at that time. DirectSat stockholders received an approximate 3% equity interest in Dish, Ltd. in exchange for all of DirectSat's outstanding stock. DirectSat's principal assets are a conditional satellite construction permit and frequency assignments for ten DBS frequencies.

In June 1994, Dish, Ltd. completed an offering of 12 7/8% Senior Secured Discount Notes due 2004 (the "1994 Notes," see Note 6) and Common Stock Warrants (the "Warrants") (collectively, the "1994 Notes Offering"), resulting in net proceeds of approximately $323.3 million. Dish, Ltd. and its subsidiaries are subject to the terms and conditions of the indenture related to the 1994 Notes (the "1994 Notes Indenture").

In April 1995, ECC was formed to conduct an initial public offering ("IPO") of its Class A Common Stock and to become the parent of Dish, Ltd. as described below. The assets of ECC are not subject to the 1994 Notes Indenture. Separate parent company only financial information for ECC is supplementally provided in Note 16. As described in Note 6, the 1994 Notes Indenture places significant restrictions on the payment of dividends or other transfers by Dish, Ltd.

In June 1995, ECC completed its IPO, which resulted in net proceeds to the Company of approximately $62.9 million. Concurrently, Charles W. Ergen, President and Chief Executive Officer of both ECC and Dish, Ltd., exchanged all of his then outstanding shares of Class B Common Stock and 8% Series A Cumulative Preferred Stock of Dish, Ltd. for like shares of ECC (the "Exchange") in the ratio of 0.75 shares of ECC for each share of Dish, Ltd. capital stock (the "Exchange Ratio"). All employee stock options of Dish, Ltd. were also assumed by ECC, adjusted for the Exchange Ratio. In December 1995, ECC merged Dish, Ltd. with a wholly-owned subsidiary of ECC (the "Merger") and all outstanding shares of Dish, Ltd. Class A Common Stock and 8% Series A Cumulative Preferred Stock (other than those held by ECC) were automatically converted into the right to receive like shares of ECC in accordance with the Exchange Ratio. Also effective with the Merger, all outstanding Warrants for the purchase of Dish, Ltd. Class A Common Stock automatically became exercisable for shares of ECC's Class A Common Stock, adjusted for the Exchange Ratio. As a result of the Exchange and Merger, ECC owned all outstanding shares of Dish, Ltd. capital stock.

1. ORGANIZATION AND BUSINESS ACTIVITIES (CONTINUED)

ESBC was formed as a wholly-owned subsidiary of ECC in January 1996. In March 1996, ESBC completed an offering (the "1996 Notes Offering") of 13 1/8% Senior Secured Discount Notes due 2004, which resulted in net proceeds to the Company of approximately $337.0 million. In connection with the 1996 Notes Offering, ECC contributed all of the outstanding capital stock of Dish, Ltd. to ESBC. This transaction was accounted for as a reorganization of entities under common control whereby Dish, Ltd. was treated as the predecessor to ESBC. ESBC is subject to all, and ECC is subject to certain of, the terms and conditions of the Indenture related to the 1996 Notes (the "1996 Notes Indenture").

The following summarizes the reorganized structure, following issuance of the Old Notes for EchoStar and its significant subsidiaries as described above:

LEGAL ENTITY	REFERRED TO HEREIN AS	OWNERSHIP
EchoStar Communications Corporation	ECC	Publicly owned
EchoStar DBS Corporation	DBS Corp	Wholly-owned by ECC
EchoStar Satellite Broadcasting Corporation	ESBC	Wholly-owned by DBS Corp
Dish, Ltd.	Dish, Ltd.	Wholly-owned by ESBC
EchoStar Satellite Corporation	ESC	Wholly-owned by Dish, Ltd.
Echosphere Corporation	EchoCorp	Wholly-owned by Dish, Ltd.
Houston Tracker Systems, Inc.	HTS	Wholly-owned by Dish, Ltd.
EchoStar International Corporation	EIC	Wholly-owned by Dish, Ltd.

Substantially all of EchoStar's operating activities are conducted by subsidiaries of Dish, Ltd.

SIGNIFICANT RISKS AND UNCERTAINTIES

The commencement of the Company's DBS business has dramatically changed its operating results and financial position as compared to its historical results. As a result, annual interest expense on the Company's long-term debt, and depreciation of satellites and related assets each exceeds historical levels of income before income taxes. Consequently, the Company currently reports significant net losses and expects such net losses to continue through at least 1999. The proceeds generated from the issuance of the Old Notes is expected to be sufficient to fund the Company's operations for at least 12 months. The Company may require additional capital to fully implement its business plan. There can be no assurance that necessary funds will be available or, if available, that they will be available on terms acceptable to the Company. A further increase in subscriber acquisition costs, or significant delays or launch failures would significantly and adversely affect the Company's operating results and financial condition.

The Company is currently dependent on one manufacturing source for its receivers. This manufacturer presently manufactures receivers in sufficient quantities to meet currently expected demand. If the Company's sole manufacturer is unable for any reason to produce receivers in a quantity sufficient to meet demand, the Company's liquidity and results of operations would be adversely affected.

In accordance with the News Agreement, as described above, EchoStar had expected to meet its short- and medium-term capital needs through financial commitments from News. As a result of the failure by News to honor its obligations under the News Agreement, EchoStar was required to raise additional capital to execute its contemplated business plan. In connection therewith, in June 1997 DBS Corp consummated the Old Notes offering. The Old Notes offering resulted in net proceeds to DBS Corp of approximately $362.5 million, including approximately $109.0 million restricted for certain interest payments on the Notes. EchoStar intends to seek recovery from News for any costs of financing, including those costs associated with the Notes offering, in excess of the costs of the financing committed to by News under the News Agreement.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The financial statements for 1996 and prior periods present the consolidation of Dish, Ltd. and its subsidiaries through the date of closing the 1996 Notes Offering (see Note 1), the consolidation of ESBC and its subsidiaries, including Dish, Ltd., thereafter, and the combination of DBS Corp from its inception in January 1996. The structural changes described in Note 1 have been accounted for as reorganizations of entities under common control and the historical cost basis of consolidated assets and liabilities was not affected by the transactions. All significant intercompany accounts and transactions have been eliminated.

The Company accounts for investments in 50% or less owned entities using the equity method. At December 31, 1995 and 1996 and March 31, 1997, these investments were not material to the consolidated financial statements.

INTERIM FINANCIAL INFORMATION

The unaudited consolidated financial statements as of March 31, 1997 and for the three months ended March 31, 1996 and 1997 include, in the opinion of management, all adjustments (consisting of normal recurring adjustments) necessary to present fairly the Company's consolidated financial position, results of operations and cash flows. Operating results for the three months ended March 31, 1997 are not necessarily indicative of the results that may be expected for the year ending December 31, 1997.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses for each reporting period. Actual results could differ from those estimates.

FOREIGN CURRENCY TRANSACTION GAINS AND LOSSES

The functional currency of the Company's foreign subsidiaries is the U.S. dollar because their sales and purchases are predominantly denominated in that currency. Transactions denominated in currencies other than U.S. dollars are recorded based on exchange rates at the time such transactions arise. Subsequent changes in exchange rates result in transaction gains and losses which are reflected in income as unrealized (based on period end translation) or realized (upon settlement of the transaction). Net transaction gains (losses) during the years ended December 31, 1994, 1995 and 1996 and the three-month periods ended March 31, 1996 and 1997 were not material to the Company's results of operations.

CASH AND CASH EQUIVALENTS

The Company considers all liquid investments purchased with an original maturity of ninety days or less to be cash equivalents. Cash equivalents as of December 31, 1995 and 1996 and March 31, 1997 consist of money market funds, corporate notes and commercial paper; such balances are stated at cost which equates to market value.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

STATEMENTS OF CASH FLOWS DATA

The following summarizes the changes in the Company's current assets and current liabilities:

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
Trade accounts receivable	$ 372	$ (1,536)	$ (4,368)	$(8,969)	$(17,675)
Inventories	3,049	(19,654)	(36,864)	11,244	18,026
Income tax refund receivable	-	(3,870)	(960)	(1,213)	-
Subscriber acquisition costs	-	-	(84,120)	-	(40,925)
Other current assets	(183)	(10,218)	(2,240)	192	1,622
Trade accounts payable	2,648	4,111	22,165	(6,783)	434
Deferred revenue - DISH Network-SM- subscriber promotions	-	-	97,959	-	20,465
Deferred programming revenue	564	(1,009)	4,557	1,853	7,468
Accrued expenses and other current liabilities	1,670	(988)	18,811	1,298	5,706
Other, net	234	-	-	-	-
Net increase (decrease) in current assets and current liabilities	$8,354	$(33,164)	$ 14,940	$(2,378)	$ (4,879)

The following presents the Company's supplemental cash flow statement disclosure:

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
Cash paid for interest, net of amounts capitalized	$ 436	$ 461	$ 3,007	$ 354	$612
Cash paid for income taxes	7,140	3,203	-	-	-
8% Series A Cumulative Preferred Stock dividends	939	617	-	-	-
Accrued satellite contract costs	-	15,000	-	-	-
Satellite launch payment for EchoStar II applied to EchoStar I launch	-	-	15,000	15,000	-
Exchange of note payable to stockholder, and interest thereon, for 8% Series A Cumulative Preferred Stock	15,052	-	-	-	-
Issuance of Class A Common Stock to acquire investment in DirectSat Corporation	9,000	-	-	-	-
Property and equipment acquired under capital leases	934	-	-	-	-
Note payable issued for deferred satellite construction payments for EchoStar I	-	32,833	3,167	-	-
Note payable issued for deferred satellite construction payments for EchoStar II	-	-	28,000	-	-
Employee Savings Plan Contribution and launch bonuses funded by issuance of Class A Common Stock	-	1,192	-	-	-

MARKETABLE INVESTMENT SECURITIES AND RESTRICTED CASH AND MARKETABLE INVESTMENT SECURITIES

At December 31, 1995 and 1996 and March 31, 1997, the Company has classified all marketable investment securities as available for sale. Accordingly, these investments are reflected at market value based on quoted market prices. Related unrealized gains and losses are reported as a separate component of stockholder's equity, net of related deferred income taxes of $153,000 and $6,000 at December 31, 1995 and 1996, respectively, and $6,000 at March 31, 1997. The specific identification method is used to determine cost in computing realized gains and losses.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The major components of marketable investment securities as of December 31, 1995 and 1996 and March 31, 1997 (unaudited) are as follows (in thousands):

	DECEMBER 31, 1995			DECEMBER 31, 1996			MARCH 31, 1997 (UNAUDITED)		
	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE
Commercial paper	$ -	$ -	$ -	$16,065	$ -	$16,065	$ 786	$ -	$ 786
Government bonds	38	-	38	2,540	-	2,540	2,540	-	2,540
Mutual funds	188	(16)	172	219	(17)	202	221	(19)	202
	$226	$(16)	$ 210	$18,824	$(17)	$18,807	$3,547	$(19)	$3,528

Restricted Cash and Marketable Investment Securities in Escrow Accounts as reflected in the accompanying consolidated balance sheets represent the remaining net proceeds received from the 1994 Notes Offering, and a portion of the proceeds from the 1996 Notes Offering, plus interest earned, less amounts expended to date in connection with the development, construction and continued growth of the DISH Network-SM-. These proceeds are held in separate escrow accounts (the "1994 Notes Escrow" and the "1996 Notes Escrow") as required by the respective indentures, and invested in certain permitted debt and other marketable investment securities until disbursed for the express purposes identified in the respective indentures.

Other Restricted Cash includes balances totaling $11.4 million, $5.7 million and $5.7 million at December 31, 1995 and 1996 and March 31, 1997, respectively, which were restricted to satisfy certain covenants in the 1994 Notes Indenture regarding launch insurance for EchoStar I and EchoStar II. In addition, as of each of December 31, 1995 and 1996 and March 31, 1997, $15.0 million was held in escrow relating to a non-performing manufacturer of DBS receivers (see Note 3). As of each of December 31, 1996 and March 31, 1997, $10.0 million was on deposit in a separate escrow account established, pursuant to an additional DBS receiver manufacturing agreement, to provide for EchoStar's future payment obligations. The $15.0 million and $10.0 million deposits were both released from these escrow accounts subsequent to March 31, 1997. The major components of Restricted Cash and Marketable Investment Securities are as follows (in thousands):

	DECEMBER 31, 1995			DECEMBER 31, 1996			MARCH 31, 1997 (UNAUDITED)		
	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE
Commercial paper	$66,214	$ -	$66,214	$77,569	$ -	$77,569	$48,508	$ -	$48,508
Government bonds	32,904	420	33,324	368	-	368	-	-	-
Certificates of deposit	-	-	-	750	-	750	2,745	-	2,745
Accrued interest	153	-	153	254	-	254	99	-	99
	$99,271	$420	$99,691	$78,941	$ -	$78,941	$51,352	$ -	$51,352

INVENTORIES

Inventories are stated at the lower of cost or market value. Cost is determined using the first-in, first-out method. Proprietary products are manufactured by outside suppliers to the Company's specifications. The Company also distributes non-proprietary products purchased from other manufacturers. Manufactured inventories include materials, labor and manufacturing overhead. Cost of other inventories includes parts, contract manufacturers' delivered price, assembly and testing labor, and related overhead, including handling and storage costs.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories consist of the following (in thousands):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
EchoStar Receiver Systems	$ -	$32,799	$35,210
Consigned DBS receiver components	-	23,525	11,680
DBS receiver components	9,615	15,736	11,965
Finished goods-C-band	11,161	600	512
Finished goods-International	9,297	3,491	1,924
Competitor DBS Receivers	9,404	-	-
Spare parts and other	2,089	2,279	3,717
Reserve for excess and obsolete inventory	(2,797)	(5,663)	(7,965)
	$38,769	$72,767	$57,043

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Cost includes interest capitalized of $5.7 million, $25.0 million and $19.8 million during the years ended December 31, 1994, 1995 and 1996, respectively, and $7.7 million and $2.7 million during the three-month periods ended March 31, 1996 and 1997, respectively. Depreciation is recorded on a straight-line basis for financial reporting purposes. Repair and maintenance costs are charged to expense when incurred. Renewals and betterments are capitalized.

FCC AUTHORIZATIONS

FCC authorizations are recorded at cost and amortized using the straight-line method over a period of 40 years. Such amortization commences at the time the related satellite becomes operational; capitalized costs are written off at the time efforts to provide services are abandoned. FCC authorizations include interest capitalized of $1.3 million and $1.1 million during the years ended December 31, 1995 and 1996, respectively, and $100,000 and $4.9 million during the three-month periods ended March 31, 1996 and 1997, respectively. The merger with DirectSat described in Note 1 was accounted for as a purchase. DirectSat's assets were valued at $9.0 million at the time of the merger and are included in FCC authorizations (see Note 5).

ADVANCES TO AFFILIATES

Advances to affiliates are recorded at cost and represent the net amount of funds advanced to, or received from, unconsolidated affiliates of DBS Corp. Such advances principally have consisted of advances to Direct Broadcasting Satellite Corporation ("DBSC") and EchoStar Space Corporation to fund satellite construction and launch expenditures.

REVENUE RECOGNITION

Revenue from sales of DTH products is recognized upon shipment to customers. Revenue from the provision of DISH Network-SM- service and C-band programming service to subscribers is recognized as revenue in the period such programming is provided.

SUBSCRIBER PROMOTION SUBSIDIES, SUBSCRIBER ACQUISITION COSTS, AND DISH NETWORK-SM- PROMOTIONS - SUBSCRIPTION TELEVISION SERVICES AND PRODUCTS

Total transaction proceeds from DISH Network-SM- programming and equipment sold as a package under EchoStar promotions are initially deferred and recognized as revenue over the related service period (normally one year), commencing upon authorization of each new subscriber. The excess of the aggregate cost of the equipment, programming and other expenses for the initial prepaid subscription period for DISH Network-SM- service over proceeds received is expensed upon shipment of the equipment. Remaining costs, less programming costs and the amount expensed upon shipment as per above, are capitalized and reflected in the accompanying balance sheets as subscriber acquisition costs. Such costs are amortized over the related prepaid

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

subscription term of the customer. Programming costs are expensed as service is provided. Excluding expected incremental revenues from premium and Pay-Per-View programming, the accounting followed results in revenue recognition over the initial period of service equal to the sum of programming costs and amortization of subscriber acquisition costs.

DISH Network-SM- programming and equipment which were not sold as a package under EchoStar promotions are separately presented in the accompanying consolidated statements of operations.

DEFERRED DEBT ISSUANCE COSTS AND DEBT DISCOUNT

Costs of completing the 1994 Notes Offering and the 1996 Notes Offering were deferred (Note 5) and are being amortized to interest expense over their respective terms. The original issue discounts related to the 1994 Notes and the 1996 Notes (Note 6) are being accreted to interest expense so as to reflect a constant rate of interest on the accreted balance of the 1994 Notes and the 1996 Notes.

DEFERRED PROGRAMMING REVENUE

Deferred programming revenue consists of prepayments received from multiple-month subscriptions to DISH Network-SM- programming. Such amounts are recognized as revenue in the period the programming is provided to the subscriber. Similarly, the Company defers prepayments received from subscribers to C-band programming sold by the Company as an authorized distributor.

LONG-TERM DEFERRED SIGNAL CARRIAGE REVENUE

Long-term deferred signal carriage revenue consists of advance payments from certain programming providers for carriage of their programming content on the DISH Network-SM-. Such amounts are deferred and recognized as revenue on a straight-line basis over the related contract terms (up to ten years).

ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consist of the following (in thousands):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
Accrued expenses	$ 3,850	$19,899	$24,223
Accrued satellite contract costs	15,000	-	-
Accrued programming	4,979	9,463	10,845
Reserve for warranty costs	1,013	763	763
Other	1,472	-	-
	$26,314	$30,125	$35,831

The Company's C-band proprietary products are under warranty against defects in material and workmanship for a period of one year from the date of original retail purchase. The reserve for warranty costs is based upon historical units sold and expected repair costs. The Company does not have a warranty reserve for its DBS products because the warranty is provided by the contract manufacturer.

ADVERTISING COSTS

Advertising costs are expensed as incurred and totaled $2.3 million, $1.9 million and $16.5 million for the years ended December 31, 1994, 1995 and 1996, respectively.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RESEARCH AND DEVELOPMENT COSTS

Research and development costs, which are expensed as incurred, totaled $5.9 million, $5.0 million and $6.0 million for the years ended December 31, 1994, 1995 and 1996, respectively.

RECLASSIFICATIONS

Certain amounts from the prior years consolidated financial statements have been reclassified to conform with the 1996 presentation.

3. OTHER CURRENT ASSETS

Other current assets consist of the following (in thousands):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
Deposit held by non-performing manufacturer	$10,000	$10,000	$10,000
Other	2,791	5,031	3,848
	$12,791	$15,031	$13,848

The Company previously maintained agreements with two manufacturers for DBS receivers. Only one of the manufacturers produced receivers acceptable to the Company. Previously, the Company deposited $10.0 million with the non-performing manufacturer and as of December 31, 1996 and March 31, 1997, had an additional $15.0 million on deposit in an escrow account as security for its payment obligations under that contract. During 1996, the Company provided the non-performing manufacturer notice of its intent to terminate the contract and filed suit against that manufacturer. On April 25, 1997, the Company and the non-performing manufacturer executed a settlement and release agreement under which the non-performing manufacturer agreed to return the $10.0 million deposit and agreed to release the $15.0 million held in escrow. The Company received these amounts in May 1997.

4. PROPERTY AND EQUIPMENT

Property and equipment consist of the following (in thousands):

	LIFE	DECEMBER 31		MARCH 31,
	(IN YEARS)	1995	1996	1997
				(UNAUDITED)
EchoStar I	12	$ -	$201,607	$201,607
EchoStar II	12	-	228,694	228,694
Furniture, fixtures and equipment	2 - 12	35,127	72,932	76,245
Buildings and improvements	7 - 40	21,006	21,649	22,010
Tooling and other	2	2,039	3,253	3,493
Land	-	1,613	1,613	1,613
Vehicles	7	1,310	1,323	1,323
Construction in progress		282,373	32,725	47,234
Total property and equipment		343,468	563,796	582,219
Accumulated depreciation		(10,269)	(35,219)	(47,533)
Property and equipment, net		$333,199	$528,577	$534,686

4. PROPERTY AND EQUIPMENT (CONTINUED)

Construction in progress consists of the following (in thousands):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
Progress amounts for satellite construction, launch, launch insurance, capitalized interest, and launch and in-orbit tracking, telemetry and control services:			
EchoStar I	$193,629	$ -	$ -
EchoStar II	88,634	-	-
EchoStar IV	-	28,487	35,646
Other	110	4,238	11,588
	$282,373	$32,725	$47,234

5. OTHER NONCURRENT ASSETS

Other noncurrent assets consist of the following (in thousands):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
Deferred debt issuance costs	$10,622	$21,284	$21,768
SSET convertible subordinated debentures and accrued interest	9,610	3,649	4,075
Other, net	897	837	758
	$21,129	$25,770	$26,601

In 1994, the Company purchased $8.75 million of SSET's 6.5% convertible subordinated debentures. During 1996, the Company received $6.4 million of payments from SSET ($5.2 million principal and $1.2 million interest) related to these convertible debentures. As of December 31, 1996, the debentures, if converted, would represent approximately 5% of SSET's common stock, based on the number of shares of SSET common stock outstanding at December 31, 1996. Management estimates that the fair value of the SSET debentures approximates their carrying value in the accompanying financial statements based on current interest rates and the conversion features contained in the debentures. SSET is a reporting company under the Securities Exchange Act of 1934 and is engaged in the manufacture and sale of satellite telecommunications equipment. In March 1994, the Company purchased an approximate 6% ownership interest in the stock of Direct Broadcasting Satellite Corporation ("DBSC") and certain of DBSC's notes and accounts receivable from SSET for $1.25 million.

6. LONG-TERM DEBT

1994 NOTES

On June 7, 1994, Dish, Ltd. issued the 1994 Notes which mature on June 1, 2004. The 1994 Notes issuance resulted in net proceeds to Dish, Ltd. of $323.3 million (including amounts attributable to the issuance of the Warrants and after payment of underwriting discount and other issuance costs aggregating approximately $12.6 million).

The 1994 Notes bear interest at a rate of 12 7 8%, computed on a semi-annual bond equivalent basis. Interest on the 1994 Notes will not be payable in cash prior to June 1, 1999, with the 1994 Notes accreting to a principal value at stated maturity of $624.0 million by that date. Commencing December 1, 1999, interest on the 1994 Notes will be payable in cash on December 1 and June 1 of each year.

The 1994 Notes rank senior in right of payment to all subordinated indebtedness of Dish, Ltd. and PARI PASSU in right of payment with all other senior indebtedness of Dish, Ltd., subject to the terms of an Intercreditor Agreement between Dish, Ltd., certain of its principal subsidiaries, and certain creditors thereof. The 1994 Notes are secured by liens on certain assets of Dish, Ltd., including EchoStar I and EchoStar II and all other components of the EchoStar DBS System owned by Dish, Ltd. and its subsidiaries. The 1994 Notes are further guaranteed by each material direct subsidiary of Dish, Ltd. (see Note 12). Although the

6. LONG-TERM DEBT (CONTINUED)

1994 Notes are titled "Senior," Dish, Ltd. has not issued, and does not have any current arrangements to issue, any significant indebtedness to which the 1994 Notes would be senior; however, the 1996 Notes are effectively subordinated to the 1994 Notes and all other liabilities of Dish, Ltd. and its subsidiaries. Furthermore, at December 31, 1995 and 1996, the 1994 Notes were effectively subordinated to approximately $5.4 million and $5.1 million of mortgage indebtedness, respectively, with respect to certain assets of Dish, Ltd.'s subsidiaries, not including the EchoStar DBS System, and rank PARI PASSU with the security interest of approximately $30.0 million of contractor financing.

Except under certain circumstances requiring prepayment premiums, and in other limited circumstances, the 1994 Notes are not redeemable at Dish, Ltd.'s option prior to June 1, 1999. Thereafter, the 1994 Notes will be subject to redemption, at the option of Dish, Ltd., in whole or in part, at redemption prices ranging from 104.828% during the year commencing June 1, 1999 to 100% of principal value at stated maturity on or after June 1, 2002 together with accrued and unpaid interest thereon to the redemption date. On each of June 1, 2002 and June 1, 2003, Dish, Ltd. will be required to redeem 25% of the original aggregate principal amount of 1994 Notes at a redemption price equal to 100% of principal value at stated maturity thereof, together with accrued and unpaid interest thereon to the redemption date. The remaining principal of the 1994 Notes matures on June 1, 2004.

In the event of a change of control and upon the occurrence of certain other events, as described in the 1994 Notes Indenture, Dish, Ltd. will be required to make an offer to each holder of 1994 Notes to repurchase all or any part of such holder's 1994 Notes at a purchase price equal to 101% of the accreted value thereof on the date of purchase, if prior to June 1, 1999, or 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of purchase, if on or after June 1, 1999.

The 1994 Notes Indenture contains restrictive covenants that, among other things, impose limitations on Dish, Ltd. and its subsidiaries with respect to their ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) apply the proceeds of certain asset sales; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to Dish, Ltd.'s subsidiaries; (vi) merge, consolidate or sell assets; (vii) incur subordinated or junior debt; and (viii) enter into transactions with affiliates. In addition, Dish, Ltd., may pay dividends on its equity securities only if (1) no default is continuing under the 1994 Notes Indenture; and (2) after giving effect to such dividend, Dish, Ltd.'s ratio of total indebtedness to cash flow (calculated in accordance with the 1994 Notes Indenture) would not exceed 4.0 to 1.0. Moreover, the aggregate amount of such dividends generally may not exceed the sum of 50% of Dish, Ltd.'s consolidated net income (calculated in accordance with the 1994 Notes Indenture) from the date of issuance of the 1994 Notes, plus 100% of the aggregate net proceeds to Dish, Ltd. from the issuance and sale of certain equity interests of Dish, Ltd. (including common stock).

1996 NOTES

On March 25, 1996, ESBC completed the 1996 Notes Offering consisting of $580.0 million aggregate principal amount at stated maturity of the 1996 Notes. The 1996 Notes Offering resulted in net proceeds to ESBC of approximately $336.9 million (after payment of underwriting discount and other issuance costs aggregating approximately $13.1 million). The 1996 Notes bear interest at a rate of 13 1/8%, computed on a semi-annual bond equivalent basis. Interest on the 1996 Notes will not be payable in cash prior to March 15, 2000, with the 1996 Notes accreting to a principal amount at stated maturity of $580.0 million by that date. Commencing September 15, 2000, interest on the 1996 Notes will be payable in cash on September 15 and March 15 of each year. The 1996 Notes mature on March 15, 2004

The 1996 Notes rank PARI PASSU in right of payment with all senior indebtedness of ESBC. The 1996 Notes are guaranteed on a subordinated basis by ESBC's parent, EchoStar, and are secured by liens on certain assets of ESBC, EchoStar and certain of EchoStar's subsidiaries, including all of the outstanding capital stock of Dish, Ltd., which currently owns substantially all of EchoStar's operating subsidiaries. Although the 1996 Notes are titled "Senior," (i) ESBC has not issued, and does not have any current arrangements to issue, any significant indebtedness to which the 1996 Notes would be senior; and (ii) the 1996 Notes are effectively subordinated to all liabilities of ECC (except liabilities to general creditors) and its other subsidiaries (except liabilities of ESBC), including liabilities to general creditors. As of December 31, 1996, the liabilities of EchoStar and its subsidiaries, exclusive of the 1996 Notes, aggregated approximately $694.0 million. In addition, net cash flows generated by the assets and operations of ESBC's subsidiaries will be available to satisfy the obligations of the 1996 Notes only at any time after payment of all amounts due and payable at such time under the 1994 Notes.

6. LONG-TERM DEBT (CONTINUED)

Except under certain circumstances requiring prepayment premiums, and in other limited circumstances, the 1996 Notes are not redeemable at ESBC's option prior to March 15, 2000. Thereafter, the 1996 Notes will be subject to redemption, at the option of ESBC, in whole or in part, at redemption prices ranging from 106.5625% during the year commencing March 15, 2000 to 100% on or after March 15, 2003 of principal amount at stated maturity, together with accrued and unpaid interest thereon to the redemption date. The entire principal balance of the 1996 Notes will mature on March 15, 2004.

The 1996 Notes Indenture contains restrictive covenants that, among other things, impose limitations on ESBC with respect to its ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) apply the proceeds of certain asset sales; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to ESBC's subsidiaries; (vi) merge, consolidate or sell assets; (vii) incur subordinated or junior debt; and (viii) enter into transactions with affiliates. In addition, ESBC may pay dividends on its equity securities only if (1) no default is continuing under the 1996 Notes Indenture; and (2) after giving effect to such dividend, ESBC's ratio of total indebtedness to cash flow (calculated in accordance with the 1996 Notes Indenture) would not exceed 5.0 to 1.0. Moreover, the aggregate amount of such dividends generally may not exceed the sum of 50% of ESBC's consolidated net income (calculated in accordance with the 1996 Notes Indenture) from January 1, 1996, plus 100% of the aggregate net cash proceeds received by ESBC and its subsidiaries from the issue or sale of certain equity interests of EchoStar (including common stock). The 1996 Notes Indenture permits ESBC to pay dividends and make other distributions to DBS Corp without restrictions.

In the event of a change of control, as described in the 1996 Notes Indenture, ESBC will be required to make an offer to each holder of 1996 Notes to repurchase all of such holder's 1996 Notes at a purchase price equal to 101% of the accreted value thereof on the date of purchase, if prior to March 15, 2000, or 101% of the aggregate principal amount at stated maturity thereof, together with accrued and unpaid interest thereon to the date of purchase, if on or after March 15, 2000.

OTHER LONG-TERM DEBT

In addition to the 1994 Notes and 1996 Notes, other long-term debt consists of the following (in thousands, except monthly payment data):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
8.25% note payable for deferred satellite contract payments for EchoStar I due in equal monthly installments of $722,027, including interest, through February 2001	$32,833	$30,463	$28,913
8.25% note payable for deferred satellite contract payments for EchoStar II due in equal monthly installments of $561,577, including interest, through November 2001	-	27,161	25,646
8.0% mortgage note payable due in equal monthly installments of $41,635, including interest, through May 2008; secured by land and office building with a net book value of approximately $4.1 million	3,909	3,715	3,664
10.5% mortgage note payable due in equal monthly installments of $9,442, including interest, through November 1998; final payment of $854,000 due November 1998; secured by land and warehouse building with a net book value of approximately $886,000	910	892	888
9.9375% mortgage note payable due in equal quarterly principal installments of $10,625 plus interest through April 2009; secured by land and office building with a net book value of approximately $802,000	574	531	521
Total long-term debt, excluding the 1994 Notes and 1996 Notes	38,226	62,762	59,632
Less current portion	(4,782)	(11,334)	(11,334)
Long-term debt, excluding current portion	$33,444	$51,428	$48,298

In addition to the above other long-term debt, DBS Corp has a $12.0 million demand note payable to ECC. This note payable bears interest at the prime rate (8.50% at March 31, 1997).

6. LONG-TERM DEBT (CONTINUED)

Future maturities of amounts outstanding under the Company's long-term debt facilities as of December 31, 1996 are summarized as follows (in thousands):

	1994 NOTES	1996 NOTES	DEFERRED SATELLITE CONTRACT PAYMENTS	MORTGAGE NOTES PAYABLE	TOTAL
YEAR ENDING DECEMBER 31,					
1997	$ -	$ -	$11,061	$ 273	$ 11,334
1998	-	-	12,009	1,141	13,150
1999	-	-	13,038	289	13,327
2000	-	-	14,156	309	14,465
2001	-	-	7,360	331	7,691
Thereafter	624,000	580,000	-	2,795	1,206,795
Unamortized discount	(186,873)	(193,835)	-	-	(380,708)
Total	$437,127	$386,165	$57,624	$5,138	$ 886,054

The following table summarizes the book and fair values of the Company's debt facilities at December 31, 1996 (dollars in thousands). Fair values for the Company's 1994 Notes and 1996 Notes are based on quoted market prices. The fair value of the Company's deferred satellite contract payments and mortgage notes payable are estimated using discounted cash flow analyses. The interest rates assumed in such discounted cash flow analyses reflect interest rates currently being offered for loans with similar terms to borrowers of similar credit quality.

	BOOK VALUE	FAIR VALUE
1994 Notes	$437,127	$ 526,282
1996 Notes	386,165	435,986
Deferred satellite contract payments	57,624	56,471
Mortgage notes payable	5,138	5,138
	$886,054	$1,023,877

DEFERRED SATELLITE CONTRACT PAYMENTS

The majority of the purchase price for the satellites is required to be paid in progress payments, with the remainder payable in the form of non-contingent payments which are deferred until after the respective satellites are in orbit (the "Deferred Payments"). Interest rates on the Deferred Payments range between 7.75% and 8.25% (to be determined 90 days prior to the launch of each such satellite) and payments are made over a period of five years after the delivery and launch of each such satellite. DBS Corp utilized $36.0 million and $28.0 million of contractor financing for EchoStar I and EchoStar II, respectively. The Deferred Payments with respect to EchoStar I and EchoStar II are secured by substantially all assets of Dish, Ltd. and its subsidiaries (subject to certain restrictions) and a corporate guarantee of ECC.

BANK CREDIT FACILITY

From May 1994 to May 1996, certain of EchoStar's subsidiaries maintained a revolving credit facility (the "Credit Facility") with a bank for the purposes of funding working capital advances and meeting letter of credit requirements associated with certain inventory purchases and satellite construction payments. The Credit Facility expired in May 1996. EchoStar currently does not intend to obtain a replacement credit facility.

7. INCOME TAXES

The components of the (provision for) benefit from income taxes are as follows (in thousands):

	YEAR ENDED DECEMBER 31,		
	1994	1995	1996
Current (provision) benefit:			
Federal	$(5,951)	$1,711	$ 4,596
State	(853)	(44)	(49)
Foreign	(925)	(301)	(209)
	(7,729)	1,366	4,338
Deferred benefit:			
Federal	6,342	4,440	48,043
State	988	385	2,472
	7,330	4,825	50,515
Total (provision) benefit	$ (399)	$6,191	$54,853

As of December 31, 1996, the Company had net operating loss carryforwards ("NOLs") for Federal income tax purposes of approximately $77.9 million. The NOLs expire beginning in year 2011. The use of the NOLs is subject to statutory and regulatory limitations regarding changes in ownership. SFAS No. 109 requires that the tax benefit of NOLs for financial reporting purposes be recorded as an asset. To the extent that management assesses the realization of deferred tax assets to be less than "more likely than not," a valuation reserve is established.

The temporary differences which give rise to deferred tax assets and liabilities as of December 31, 1995 and 1996 are as follows (in thousands):

	DECEMBER 31,	
	1995	1996
Current deferred tax assets:		
Accrued royalties	$ -	$ 3,029
Inventory reserves and cost methods	834	1,811
Accrued expenses	-	1,414
Allowance for doubtful accounts	456	674
Reserve for warranty costs	385	284
Other	312	57
Total current deferred tax assets	1,987	7,269
Current deferred tax liabilities:		
Unrealized holding gain on marketable investment securities	(153)	(6)
Subscriber acquisition costs	-	(19,937)
Total current deferred tax liabilities	(153)	(19,943)
Net current deferred tax assets (liabilities)	1,834	(12,674)
Noncurrent deferred tax assets:		
Net operating loss carryforwards	-	77,910
Amortization of original issue discount on 1994 and 1996 Notes	15,439	34,912
Other	7	3,451
Total noncurrent deferred tax assets	15,446	116,273
Noncurrent deferred tax liabilities:		
Capitalized costs deducted for tax	(2,351)	(17,683)
Depreciation	(986)	(18,927)
Total noncurrent deferred tax liabilities	(3,337)	(36,610)
Noncurrent net deferred tax assets	12,109	79,663
Net deferred tax assets	$13,943	$ 66,989

7. INCOME TAXES (CONTINUED)

No valuation reserve has been provided for the above deferred tax assets because the Company currently believes it is more likely than not that these assets will be realized. If future operating results differ materially and adversely from the Company's current expectations, its judgment regarding the need for a valuation allowance may change.

The actual tax provisions for 1994, 1995 and 1996 are reconciled to the amounts computed by applying the statutory federal tax rate to income before taxes as follows (dollars in thousands):

	1994		1995		1996	
	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT
Statutory rate	$(166)	(34.0)%	$6,493	35.0%	$54,785	35.0%
State income taxes, net of federal benefit	(88)	(18.0)	222	1.2	2,839	1.8
Tax exempt interest income	60	12.3	10	0.1	-	-
Research and development credits	156	31.9	31	0.2	-	-
Non-deductible interest expense	(258)	(52.7)	(293)	(1.7)	(2,099)	(1.4)
Other	(103)	(21.1)	(272)	(1.4)	(672)	(0.4)
Total (provision for) benefit from income taxes	$(399)	(81.6)%	$6,191	33.4%	$54,853	35.0%

8. EMPLOYEE BENEFIT PLAN

EchoStar sponsors a 401(k) Employee Savings Plan (the "401(k) Plan") for eligible employees. Voluntary employee contributions to the 401(k) Plan may be matched 50% by EchoStar, subject to a maximum annual contribution by EchoStar of $1,000 per employee. EchoStar may also make an annual discretionary contribution to the plan with approval by EchoStar's Board of Directors, subject to the maximum deductible limit provided by the Internal Revenue Code of 1986, as amended. EchoStar's total cash contributions to the 401(k) Plan totaled $170,000, $177,000 and $226,000 during 1994, 1995 and 1996, respectively. Additionally, EchoStar contributed 55,000 shares of its Class A Common Stock in each of the years ended December 31, 1995 and 1996 (fair value of approximately $1.1 million and $935,000, respectively) to the 401(k) Plan as discretionary contributions.

9. STOCKHOLDER'S EQUITY

Effective March 10, 1994, the stockholders approved measures necessary to increase the authorized capital stock of Dish, Ltd. to include 200 million shares of Class A Common Stock, 100 million shares of Class B Common Stock, and 20 million shares of Series A Convertible Preferred Stock and determined to split all outstanding shares of common stock on the basis of approximately 4,296 to 1.

All accrued dividends payable to Mr. Ergen on his Dish, Ltd. 8% Series A Cumulative Preferred Stock through the date of the Exchange ($1.4 million), and all accrued dividends payable to the remaining holder of Dish, Ltd. 8% Series A Cumulative Preferred Stock through the date of the Merger ($107,000), will remain obligations of Dish, Ltd. (Note 1); however, no additional dividends will accrue with respect to the Dish, Ltd. 8% Series A Cumulative Preferred Stock. The 1994 Notes Indenture places significant restrictions on the payment of those dividends. As of December 31, 1996 and March 31, 1997, additional accrued dividends payable to Mr. Ergen by ECC on the ECC 8% Series A Cumulative Preferred Stock totaled $1.7 million and $2.0 million, respectively.

10. STOCK COMPENSATION PLANS

EchoStar has two stock-based compensation plans, which are described below. EchoStar has elected to follow Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," ("APB 25") and related interpretations in accounting for its stock-based compensation plans. Under APB 25, because the exercise price of EchoStar's employees stock options is equal to the market price of the underlying stock on the date of the grant, no compensation expense is recognized. In October 1995, the Financial Accounting Standards Board issued SFAS No. 123, "Accounting and Disclosure of Stock-Based Compensation," ("SFAS No. 123") which established an alternative method of expense recognition for stock-based

10. STOCK COMPENSATION PLANS (CONTINUED)

compensation awards to employees based on fair values. EchoStar elected to not adopt SFAS No. 123 for expense recognition purposes.

Pro forma information regarding net income and earnings per share is required by SFAS No. 123 and has been determined as if EchoStar had accounted for its stock-based compensation plans using the fair value method prescribed by that statement. The fair value for these options was estimated at the date of grant using a Black-Scholes option pricing model with the following weighted-average assumptions for 1995 and 1996, respectively: risk-free interest rate of 6.12% and 6.80% for 1995 and 1996, respectively; dividend yields of 0.0% during each period; volatility factors of the expected market price of EchoStar's Class A Common Stock of 62%, and a weighted-average expected life of the options of six years.

For purposes of pro forma disclosures, the estimated fair value of the options is amortized to expense over the options' vesting period. All options are initially assumed to vest. Compensation previously recognized is reversed to the extent applicable to forfeitures of unvested options. The Company's pro forma net loss was $12.8 million and $102.6 million for the years ended December 31, 1995 and 1996, respectively.

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of its stock-based compensation awards.

In April 1994, EchoStar adopted a stock incentive plan (the "Stock Incentive Plan") to provide incentive to attract and retain officers, directors and key employees. ECC assumed all outstanding options for the purchase of Dish, Ltd. common stock effective with the Exchange and Merger and has reserved up to 10 million shares of its Class A Common Stock for granting awards under the Stock Incentive Plan. Awards available under the Stock Incentive Plan include: (i) common stock purchase options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; (iv) performance awards; (v) dividend equivalents; and (vi) other stock-based awards. All options granted through December 31, 1996 have included exercise prices not less than the fair market value of the Shares at the date of grant and vest as determined by EchoStar's Board of Directors, generally at the rate of 20% per year.

A summary of EchoStar's incentive stock option activity for the years ended December 31, 1995 and 1996 and the three-month period ended March 31, 1997 is as follows:

	1995		1996		1997	
	OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE	OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE	OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE
					(UNAUDITED)	
Options outstanding at beginning of period	744,872	$ 9.33	1,117,133	$12.23	1,025,273	$14.27
Granted	419,772	17.13	138,790	27.02	552,225	17.09
Exercised	(4,284)	9.33	(103,766)	10.24	(16,871)	9.86
Forfeited	(43,227)	10.55	(126,884)	13.27	(91,977)	14.06
Options outstanding at end of period	1,117,133	$ 12.23	1,025,273	14.27	1,468,650	$15.42
Exercisable at end of period	142,474	$ 9.33	258,368	$11.31	248,405	$11.46
Weighted-average fair value of options granted		$ 9.86		$16.96		

10. STOCK COMPENSATION PLANS (CONTINUED)

Exercise prices for options outstanding as of December 31, 1996 are as follows:

	OPTIONS OUTSTANDING			OPTIONS EXERCISABLE	
RANGE OF EXERCISE PRICES	NUMBER OUTSTANDING AS OF DECEMBER 31, 1996	WEIGHTED-AVERAGE REMAINING CONTRACTUAL LIFE	WEIGHTED-AVERAGE EXERCISE PRICE	NUMBER EXERCISABLE AS OF DECEMBER 31, 1996	WEIGHTED-AVERAGE EXERCISE PRICE
$ 9.333-$11.870.....	607,462	5.50	$ 9.48	203,757	$ 9.41
17.000- 20.250.....	279,021	6.71	18.48	54,611	18.51
26.690- 29.360.....	138,790	7.58	27.02	-	-
$ 9.333-$29.360.....	1,025,273	6.11	$14.27	258,368	$ 11.31

In March 1994, EchoStar entered into an employment agreement with one of its executive officers. The officer was granted an option, containing certain conditions to vesting, to purchase 322,208 shares of EchoStar Class A Common Stock for $1.0 million at any time prior to December 31, 1999, subject to certain limitations. One-half of this option became exercisable on December 31, 1994 and the remainder became exercisable on December 31, 1995. The option was not granted pursuant to the Stock Incentive Plan. During 1996, this option was fully exercised.

Effective March 1995, EchoStar granted an additional option to a key employee to purchase 33,000 shares of EchoStar's Class A Common Stock, which vests 50% in March 1996 and 50% in March 1997. The exercise price for each share of Class A Common Stock is $11.87 per share. The option was not granted pursuant to the Stock Incentive Plan. In December 1996, the vested portion of this option was exercised and the unvested portion of the option was canceled.

11. OTHER COMMITMENTS AND CONTINGENCIES

SATELLITE CONTRACTS

The Company has contracted with Martin for the construction and delivery of high powered DBS satellites and for related services. Martin constructed both EchoStar I and EchoStar II. During the remainder of 1997, EchoStar expects to expend: (i) approximately $12.9 million for contractor financing on EchoStar I, EchoStar II, and EchoStar III; (ii) approximately $99.7 million in connection with the launch and insurance of EchoStar III and EchoStar IV; and (iii) approximately $34.0 million for construction of EchoStar III and EchoStar IV. Funds for these expenditures are expected to come from the 1996 Notes Escrow Account, the proceeds of the 1997 Offering, and available cash and marketable investment securities. Beyond 1997, EchoStar will expend approximately $88.6 million to repay contractor financing debt related to EchoStar I, EchoStar II, EchoStar III, and EchoStar IV. Additionally, EchoStar has committed to expend approximately an additional $69.7 million to construct and launch EchoStar IV in 1998. The construction contracts with Martin for the construction of EchoStar III and EchoStar IV contain substantial termination penalties. The 1997 Offering is expected to provide financing sufficient to fund the Company's commitments for at least the next 12 months. In order to continue to build, launch and support EchoStar III and EchoStar IV beyond the second quarter of 1998, EchoStar may require additional capital. There can be no assurance that additional capital will be available, or, if available, that it will be available on terms acceptable to EchoStar.

EchoStar has filed applications with the Federal Communications Commission ("FCC") for authorization to construct, launch and operate a domestic fixed satellite service system ("FSS System") and a two satellite Ka-band satellite system. No assurances can be given that the Company's applications will be approved by the FCC or that, if approved, EchoStar will successfully develop the FSS System or the Ka-band satellite system. EchoStar believes that establishment of the FSS System or the Ka-band satellite system would enhance its competitive position in the DTH industry. In the event EchoStar's FSS or Ka-band satellite system applications are approved by the FCC, additional debt or equity financing would be required. No assurances can be given that financing will be available, or that it will be available on terms acceptable to the Company.

11. OTHER COMMITMENTS AND CONTINGENCIES (CONTINUED)

LEASES

Future minimum lease payments under noncancelable operating leases as of December 31, 1996, are as follows (in thousands):

YEAR ENDING DECEMBER 31,	
1997	$ 869
1998	492
1999	180
2000	21
2001	2
Thereafter	-
Total minimum lease payments	$1,564

Rental expense for operating leases aggregated $1.4 million, $1.2 million, and $950,000 during the years ended December 31, 1994, 1995 and 1996, respectively.

PURCHASE COMMITMENTS

The Company has entered into agreements with various manufacturers to purchase DBS satellite receivers and related components manufactured to its specifications. As of March 31, 1997, the remaining commitments totaled approximately $133.0 million and the total of all outstanding purchase order commitments with domestic and foreign suppliers was $136.2 million. All of the purchases related to these commitments are expected to be made during 1997. The Company expects to finance these purchases from available cash, the proceeds of the 1997 Offering, and cash flows generated from sales of DISH NetworkSM programming and related DBS inventory.

OTHER RISKS AND CONTINGENCIES

EchoStar is subject to various legal proceedings and claims which arise in the ordinary course of its business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect EchoStar's financial position or results of operations.

12. SUMMARY FINANCIAL INFORMATION FOR SUBSIDIARY GUARANTORS

The 1994 Notes are fully, unconditionally and jointly and severally guaranteed by all subsidiaries of Dish, Ltd., (collectively, the "1994 Notes Guarantors") and certain de minimis domestic and foreign subsidiaries. The consolidated net assets of Dish, Ltd., including the non-guarantors, exceeded the consolidated net assets of the 1994 Notes Guarantors by approximately $277,000, $166,000 and $103,000 as of December 31, 1995 and 1996 and March 31, 1997, respectively.

Summarized consolidated financial information for Dish, Ltd. and the subsidiary guarantors is as follows (in thousands):

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
STATEMENT OF OPERATIONS DATA:					
Revenue	$187,044	$163,228	$209,731	$41,026	$ 71,462
Expenses	174,164	171,646	318,437	49,934	114,766
Operating income (loss)	12,880	(8,418)	(108,706)	(8,908)	(43,304)
Other income (expense)	(12,707)	(9,911)	(32,349)	(3,234)	(14,925)
Net income (loss) before income taxes	173	(18,329)	(141,055)	(12,142)	(58,229)
(Provision for) benefit from income taxes	(433)	6,182	49,518	4,852	(19)
Net loss	$ (260)	$(12,147)	$(91,537)	$(7,290)	$(58,248)

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
BALANCE SHEET DATA:			
Current assets	$ 81,959	$198,981	$190,105
Property and equipment, net	333,160	499,989	499,039
Other noncurrent assets	143,866	131,995	134,685
Total assets	$558,985	$830,965	$823,829
Current liabilities	$ 50,710	$197,081	$231,338
Long-term liabilities	415,662	630,421	647,277
Stockholder's equity	92,613	3,463	(54,786)
Total liabilities and stockholder's equity	$558,985	$830,965	$823,829

Upon consummation of the merger with DirectSat, DirectSat became, by virtue of the merger, a guarantor of the 1994 Notes on a full, unconditional and joint and several basis, in addition to the guarantees of the previous subsidiaries.

13. OPERATIONS IN GEOGRAPHIC AREAS

The Company sells its products worldwide and has established operations in Europe and the Pacific Rim. Information about the Company's operations in different geographic areas as of December 31, 1994, 1995 and 1996 and for the years then ended, is as follows (in thousands):

	UNITED STATES	EUROPE	OTHER INTERNATIONAL	TOTAL
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1994:				
Total revenue	$ 137,233	$24,072	$29,678	$ 190,983
Export sales	$ 7,188			
Operating income	$ 10,811	$ 1,244	$ 1,161	$ 13,216
Other income (expense), net				$ (12,727)
Net income before income taxes				$ 489
Identifiable assets	$ 77,172	$ 6,397	$ 2,359	$ 85,928
Corporate assets				386,564
Total assets				$ 472,492
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1995:				
Total revenue	$ 110,629	$31,351	$21,910	$ 163,890
Export sales	$ 6,317			
Operating income (loss)	$ (7,895)	$ 146	$ (257)	$ (8,006)
Other income (expense), net				(9,260)
Loss before income taxes				$ (17,266)
Identifiable assets	$ 63,136	$10,088	$ 3,788	$ 77,012
Corporate assets				482,283
Total assets				$ 559,295
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1996:				
Total revenue	$ 172,239	$26,984	$10,508	$ 209,731
Export sales	$ 1,536			
Operating loss	$(106,695)	$(1,274)	$ (896)	$ (108,865)
Other income (expense), net				(46,743)
Loss before income taxes				$ (155,608)
Identifiable assets	$ 836,596	$ 5,795	$ 1,871	$ 844,262
Corporate assets				228,829
Total assets				$1,073,091

14. VALUATION AND QUALIFYING ACCOUNTS

The Company's valuation and qualifying accounts as of December 31, 1994, 1995 and 1996 are as follows (in thousands):

	BALANCE AT BEGINNING OF YEAR	CHARGED TO COSTS AND EXPENSES	DEDUCTIONS	BALANCE AT END OF YEAR
YEAR ENDED DECEMBER 31, 1994:				
Assets:				
Allowance for doubtful accounts	$ 346	$ 8	$ (168)	$ 186
Loan loss reserve	50	75	(30)	95
Reserve for inventory	1,403	329	(147)	1,585
Liabilities:				
Reserve for warranty costs	1,350	508	(458)	1,400
Other reserves	93	-	-	93
YEAR ENDED DECEMBER 31, 1995:				
Assets:				
Allowance for doubtful accounts	$ 186	$1,160	$ (240)	$1,106
Loan loss reserve	95	19	(36)	78
Reserve for inventory	1,585	1,511	(299)	2,797
Liabilities:				
Reserve for warranty costs	1,400	562	(949)	1,013
Other reserves	93	-	(1)	92
YEAR ENDED DECEMBER 31, 1996:				
Assets:				
Allowance for doubtful accounts	$1,106	$2,340	$(1,952)	$1,494
Loan loss reserve	78	157	(94)	141
Reserve for inventory	2,797	4,304	(1,438)	5,663
Liabilities:				
Reserve for warranty costs	1,013	(250)	-	763
Other reserves	92	(92)	-	-

15. QUARTERLY FINANCIAL DATA (UNAUDITED)

The Company's quarterly results of operations are summarized as follows (in thousands):

	THREE MONTHS ENDED			
	MARCH 31	JUNE 30	SEPTEMBER 30	DECEMBER 31
YEAR ENDED DECEMBER 31, 1995:				
Total revenue	$40,413	$ 39,252	$ 43,606	$ 40,619
Operating income (loss)	(698)	768	341	(8,417)
Net loss	(2,240)	(1,813)	(916)	(7,392)
YEAR ENDED DECEMBER 31, 1996:				
Total revenue	$41,026	$ 69,354	$ 55,507	$ 43,844
Operating loss	(8,908)	(17,671)	(21,599)	(60,687)
Net loss	(7,787)	(21,134)	(22,766)	(49,989)

In the fourth quarter of 1995 and each quarter in 1996, the Company incurred operating and net losses principally as a result of expenses incurred related to development of the EchoStar DBS System.

16. PARENT COMPANY ONLY FINANCIAL INFORMATION

The following financial information reflects the parent company only condensed statements of operations data, condensed balance sheet data, and condensed cash flows data for DBS Corp:

	FOR THE PERIOD FROM JANUARY 16, 1996 (INCEPTION) THROUGH DECEMBER 31, 1996
	(IN THOUSANDS)
STATEMENT OF OPERATIONS DATA:	
Interest income	$ 20
Equity in losses of ESBC	(100,748)
Interest and other expense	(941)
Net loss before income taxes	(101,669)
Income tax provision	(7)
Net loss	$(101,676)

	DECEMBER 31, 1996
	(IN THOUSANDS)
BALANCE SHEET DATA:	
Cash and cash equivalents	$ 10
Property and equipment	28,588
Other noncurrent assets	60,147
Total assets	$ 88,745
Current liabilities	$ 1,388
Note payable to ECC	12,000
Restricted investment in ESBC	5,748
Advances from affiliates, net	76,284
Total liabilities and investment in subsidiary	95,420
Stockholder's equity:	
Common Stock, $.01 par value, 1,000 shares authorized, issued and outstanding	-
Additional paid-in capital	108,839
Unrealized holding losses on available for sale securities	(12)
Accumulated deficit	(115,502)
Total stockholder's equity	(6,675)
Total liabilities and stockholder's equity	$ 88,745

16. PARENT COMPANY ONLY FINANCIAL INFORMATION (CONTINUED)

	FOR THE PERIOD FROM JANUARY 16, 1996 (INCEPTION) THROUGH DECEMBER 31, 1996
	(IN THOUSANDS)
CASH FLOWS DATA:	
Cash flows from operating activities:	
Net income (loss)	$(101,676)
Adjustments:	
Equity in (earnings) losses of ESBC	100,748
Provision for deferred taxes	7
Changes in current liabilities	1,400
Net cash flows provided by operating activities	479
Cash flows from investing activities:	
Advances (to) from affiliates, net	68,710
Expenditures for satellite systems under construction	(25,864)
Expenditures for FCC authorizations	(55,316)
Net cash flows used by investing activities	(12,470)
Cash flows from financing activities:	
Net proceeds from note payable to ECC	12,000
Proceeds from issuance of Common Stock	1
Net cash flows provided by financing activities	12,001
Net increase (decrease) in cash and cash equivalents	10
Cash and cash equivalents, beginning of year	-
Cash and cash equivalents, end of year	$ 10

The following financial information reflects the parent company only condensed statements of operations data, condensed balance sheet data, and condensed cash flows data for ECC, reflecting the assumed consummation of the Exchange and Merger retroactive to January 1, 1993. The Exchange and Merger described in Note 1 was accounted for as a reorganization of entities under common control.

	YEARS ENDED DECEMBER 31,		
	1994	1995	1996
	(IN THOUSANDS, EXCEPT PER SHARE DATA)		
STATEMENT OF OPERATIONS DATA:			
Equity in earnings (losses) of subsidiaries	$ 90	$(12,361)	$(100,853)
Other income	-	1,321	1,117
Net income (loss) before income taxes	90	(11,040)	(99,736)
Provision for income taxes	-	(446)	(1,250)
Net income (loss)	$90	$(11,486)	$(100,986)
Loss attributable to common shares	$ (849)	$(12,690)	$(102,190)
Weighted-average common shares outstanding	32,442	35,562	40,548
Loss per common and common equivalent share	$ (0.03)	$ (0.36)	$ (2.52)

16. PARENT COMPANY ONLY FINANCIAL INFORMATION (CONTINUED)

	DECEMBER 31,	
	1995	1996
	(IN THOUSANDS)	
BALANCE SHEET DATA:		
Current assets:		
Cash and cash equivalents	$ 7,802	$ 814
Marketable investment securities	15,460	-
Advances to affiliates	19,545	-
Other current assets	191	1,349
Total current assets	42,998	2,163
Investments in subsidiaries:		
Restricted	92,613	-
Unrestricted	280	-
Total investments in subsidiaries	92,893	-
Other noncurrent assets	21,111	70,054
Total assets	$157,002	$ 72,217
Current liabilities	$ 316	$ 1,304
Advances from affiliates	-	2,910
Investments in subsidiaries:		
Restricted	-	6,731
Unrestricted	-	75
Total liabilities and investments in subsidiaries	316	11,020
Stockholders' equity:		
Preferred Stock, 20,000,000 shares authorized, 1,616,681 shares of 8 % Series A Cumulative Preferred Stock issued and outstanding, including accrued dividends of $2,143,000 and $3,347,000, respectively	17,195	18,399
Class A Common Stock, $.01 par value, 200,000,000 shares authorized, 10,535,003 and 11,115,582 shares issued and outstanding, respectively	105	111
Class B Common Stock, $.01 par value, 100,000,000 shares authorized, 29,804,401, shares issued and outstanding	298	298
Class C Common Stock, $.01 par value, 100,000,000 shares authorized, none outstanding	-	-
Common Stock Warrants	714	16
Additional paid-in capital	151,674	158,113
Unrealized holding gain (loss) on available-for-sale securities, net	239	(11)
Accumulated deficit	(13,539)	(115,729)
Total stockholders' equity	156,686	61,197
Total liabilities and stockholders' equity	$157,002	$ 72,217

16. PARENT COMPANY ONLY FINANCIAL INFORMATION (CONTINUED)

	YEARS ENDED DECEMBER 31,		
	1994	1995	1996
CASH FLOWS DATA:			
Cash flows from operating activities:			
Net income (loss)	$ 90	$(11,486)	$(100,986)
Adjustments:			
Equity in (earnings) losses of subsidiaries	(90)	12,361	100,853
Provision for deferred taxes	-	-	56
Changes in:			
Other current assets	-	(191)	1,158
Current liabilities	-	316	988
Net cash flows provided by operating activities	-	1,000	2,069
Cash flows from investing activities:			
Advances (to) from affiliates	-	(19,545)	22,167
(Purchases) sales of marketable investment securities, net	-	(15,475)	15,460
Increase in noncurrent assets	-	(21,111)	(48,943)
Net cash flows used by investing activities	-	(56,131)	(11,316)
Cash flows from financing activities:			
Stock options exercised	-	-	2,259
Net proceeds from IPO	-	62,933	-
Net cash flows provided by financing activities	-	62,933	2,259
Net increase (decrease) in cash and cash equivalents	-	7,802	(6,988)
Cash and cash equivalents, beginning of year	-	-	7,802
Cash and cash equivalents, end of year	$ -	$ 7,802	$ 814

NET LOSS ATTRIBUTABLE TO COMMON SHARES

Net loss attributable to common shares is calculated based on the weighted-average number of shares of ECC common stock issued and outstanding for the respective periods. Common stock equivalents (warrants and employee stock options) are excluded as they are antidilutive. Net loss attributable to common shares is also adjusted for cumulative dividends on the 8% Series A Cumulative Preferred Stock.

ECC COMMON STOCK

The Class A, Class B and Class C Common Stock are equivalent in all respects except voting rights. Holders of Class A and Class C Common Stock are entitled to one vote per share and holders of Class B Common Stock are entitled to ten votes per share. Each share of Class B and Class C Common Stock is convertible, at the option of the holder, into one share of Class A Common Stock. Upon a change in control of ECC, each holder of outstanding shares of Class C Common Stock is entitled to ten votes for each share of Class C Common Stock held. ECC's principal stockholder owns all outstanding Class B Common Stock and all other stockholders own Class A Common Stock.

ECC 8% SERIES A CUMULATIVE PREFERRED STOCK

On May 6, 1994, EchoStar exchanged 1,616,681 shares of its 8% Series A Cumulative Preferred Stock with its principal stockholder in consideration for the cancellation of a note, plus accrued and unpaid interest thereon. Approximately 5%, or 80,834 shares, of the 8% Series A Cumulative Preferred Stock were subsequently transferred to another stockholder and officer of the Company.

Each share of the 8% Series A Cumulative Preferred Stock is convertible, at the option of the holder, into one share of Class A Common Stock, subject to adjustment from time to time upon the occurrence of certain events, including, among other things: (i) dividends or distributions on Class A Common Stock payable in Class A Common Stock or certain other capital stock; (ii) subdivisions, combinations or certain reclassifications of Class A Common Stock; and (iii) issuance of Class A Common Stock or rights, warrants or options to purchase Class A Common Stock at a price per share less than the liquidation preference

16. PARENT COMPANY ONLY FINANCIAL INFORMATION (CONTINUED)

per share. In the event of the liquidation, dissolution or winding up of EchoStar, the holders of 8% Series A Cumulative Preferred Stock would be entitled to receive an amount equal to approximately $11.38 per share as of December 31, 1996.

The aggregate liquidation preference for all outstanding shares of 8% Series A Cumulative Preferred Stock is limited to the principal amount represented by the note, plus accrued and unpaid dividends thereon. Each share of 8% Series A Cumulative Preferred Stock is entitled to receive dividends equal to eight percent per annum of the initial liquidation preference for such share. Each share of 8% Series A Cumulative Preferred Stock automatically converts into shares of Class A Common Stock in the event they are transferred to any person other than certain permitted transferees and is entitled to the equivalent of ten votes for each share of Class A Common Stock into which it is convertible. Except as otherwise required by law, holders of 8% Series A Cumulative Preferred Stock vote together with the holders of Class A and Class B Common Stock as a single class.

Cumulative but unpaid dividends totaled approximately $2.1 million, $3.3 million, and $3.6 million at December 31, 1995 and 1996 and March 31, 1997, respectively, including amounts which remain the obligation of Dish, Ltd.

WARRANTS

In conjunction with the 1994 Notes Offering, described in Note 6, EchoStar issued 3,744,000 Warrants for the purchase of Dish, Ltd. Class A Common Stock. Effective with the Merger (see Note 1), the Warrants became exercisable for 2,808,000 shares of ECC's Class A Common Stock. The Warrants were valued at $26.1 million.

Each Warrant entitles the registered holder thereof, at such holder's option, to purchase one share of ECC Class A Common Stock at a purchase price of $0.01 per share (the "Exercise Price"). The Exercise Price with respect to all of the Warrants was paid in advance and, therefore, no additional amounts are receivable by EchoStar upon exercise of the Warrants. As of December 31, 1996, Warrants to purchase approximately 2,000 shares of the Company's Class A Common Stock (as adjusted for the Exchange Ratio) remain outstanding.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To EchoStar Communications Corporation:

We have audited the accompanying consolidated balance sheets of EchoStar Communications Corporation (a Nevada corporation) and subsidiaries, as described in Note 1, as of December 31, 1995 and 1996, and the related consolidated statements of operations, stockholders' equity and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of the Companies' management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of EchoStar Communications Corporation and subsidiaries as of December 31, 1995 and 1996, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1996, in conformity with generally accepted accounting principles.

ARTHUR ANDERSEN LLP

Denver, Colorado,
March 14, 1997.

ECHOSTAR COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
ASSETS			
Current Assets:			
Cash and cash equivalents	$ 21,754	$ 39,231	$ 30,452
Marketable investment securities.	15,670	18,807	3,528
Trade accounts receivable, net of allowance for uncollectible accounts of $1,106, $1,494 and $1,642, respectively.	9,179	13,516	31,174
Inventories	38,769	72,767	57,043
Income tax refund receivable.	3,554	4,830	4,391
Deferred tax assets	1,779	-	-
Subscriber acquisition costs, net	-	68,129	81,184
Other current assets.	13,037	18,356	16,556
Total current assets.	103,742	235,636	224,328
Restricted Cash and Marketable Investment Securities:			
1994 Notes escrow	73,291	-	-
1996 Notes escrow	-	47,491	17,907
Other	26,400	31,800	33,795
Total restricted cash and marketable investment securities.	99,691	79,291	51,702
Property and equipment, net	354,000	590,621	677,266
FCC authorizations, net	11,309	72,667	92,100
Deferred tax assets	12,109	79,339	79,339
Other noncurrent assets	42,240	83,826	31,255
Total assets.	$623,091	$1,141,380	$1,155,990
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current Liabilities:			
Trade accounts payable.	$ 19,063	$ 40,819	$ 41,290
Deferred revenue - DISH Network-SM- subscriber promotions	-	97,959	125,907
Deferred programming revenue - DISH Network-SM-	-	4,407	5,665
Deferred programming revenue - C-band	584	734	682
Accrued expenses and other current liabilities.	26,314	30,495	38,701
Deferred tax liabilities.	-	12,563	12,563
Current portion of long-term obligations.	4,782	11,334	11,834
Total current liabilities	50,743	198,311	236,642
Long-term obligations, net of current portion:			
Long-term deferred signal carriage revenue.	-	5,949	6,682
1994 Notes.	382,218	437,127	451,907
1996 Notes.	-		386,165
398,399			
Mortgage and other notes payable, excluding current portion	33,444	51,428	48,298
Other long-term obligations	-	1,203	3,586
Total long-term obligations, net of current portion	415,662	881,872	908,872
Total liabilities	466,405	1,080,183	1,145,514
Commitments and Contingencies (Note 11)			
Stockholders' Equity (Notes 2 and 9):			
Preferred Stock, 20,000,000 shares authorized, 1,616,681 shares of 8% Series A Cumulative Preferred Stock issued and outstanding, including accrued dividends of $2,143, $3,347 and $3,648, respectively.	17,195	18,399	18,700
Class A Common Stock, $.01 par value, 200,000,000 shares authorized, 10,535,003, 11,115,582 and 11,776,406 shares issued and outstanding, respectively	105	111	118
Class B Common Stock, $.01 par value, 100,000,000 shares authorized, 29,804,401 shares issued and outstanding.	298	298	298
Class C Common Stock, $.01 par value, 100,000,000 shares authorized, none outstanding	-	-	-
Common Stock Warrants	714	16	16
Additional paid-in capital.	151,674	158,113	170,252
Unrealized holding gains (losses) on available-for-sale securities, net of deferred taxes	239	(11)	(12)
Accumulated deficit	(13,539)	(115,729)	(178,896)
Total stockholders' equity.	156,686	61,197	10,476
Total liabilities and stockholders' equity.	$623,091	$1,141,380	$1,155,990

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
REVENUE:					
DTH products and technical services	$172,753	$146,910	$ 135,812	$36,741	$11,662
DISH Network-SM- promotions - subscription television services and products	-	-	22,746	-	32,308
DISH Network-SM- subscription television services	-	-	37,898	464	25,399
C-band programming.	14,540	15,232	11,921	3,449	2,163
Loan origination and participation income	3,690	1,748	3,034	813	491
Total revenue	190,983	163,890	211,411	41,467	72,023
EXPENSES:					
DTH products and technical services	133,635	116,758	123,790	32,750	9,487
DISH Network-SM- programming.	-	-	19,079	105	19,425
C-band programming.	11,670	13,520	10,510	3,178	1,763
Selling, general and administrative	30,219	38,525	90,372	10,733	32,027
Subscriber promotion subsidies.	-	-	33,591	-	13,142
Amortization of subscriber acquisition costs.	-	-	15,991	-	28,102
Depreciation and amortization	2,243	3,114	27,423	3,330	12,673
Total expenses.	177,767	171,917	320,756	50,096	116,619
Operating income (loss)	13,216	(8,027)	(109,345)	(8,629)	(44,596)
Other Income (Expense):					
Interest income	8,420	14,059	15,630	2,677	1,772
Interest expense, net of amounts capitalized.	(21,408)	(23,985)	(61,487)	(6,043)	(19,846)
Minority interest in loss of consolidated joint venture and other	261	722	(477)	(17)	(177)
Total other income (expense).	(12,727)	(9,204)	(46,334)	(3,383)	(18,251)
Income (loss) before income taxes	489	(17,231)	(155,679)	(12,012)	(62,847)
Income tax (provision) benefit, net	(399)	5,745	54,693	4,791	(19)
Net income (loss)	$ 90	$(11,486)	$(100,986)	$(7,221)	$(62,866)
Net loss attributable to common shares.	$ (849)	$(12,690)	$(102,190)	$(7,522)	$(63,167)
Weighted-average common shares outstanding.	32,442	35,562	40,548	40,376	40,922
Loss per common and common equivalent share	$ (0.03)	$ (0.36)	$ (2.52)	$ (0.19)	$ (1.54)

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	SHARES OF COMMON STOCK OUTSTANDING	PREFERRED STOCK	COMMON STOCK	COMMON STOCK WARRANTS	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED DEFICIT AND UNREALIZED HOLDING GAINS (LOSSES)	TOTAL
	(NOTES 1 AND 9)						
Balance, December 31, 1993	32,221	$ -	$322	$ -	$ 49,378	$ -	$ 49,700
Issuance of Class A Common Stock:							
For acquisition of DirectSat, Inc.	999	-	11	-	8,989	-	9,000
For cash	324	-	3	-	3,830	-	3,833
Issuance of 1,616,681 shares of 8% Series A Cumulative Preferred Stock	-	15,052	-	-	-	-	15,052
Issuance of Common Stock Warrants	-	-	-	26,133	-	-	26,133
8% Series A Cumulative Preferred Stock dividends	-	939	-	-	-	(939)	-
Net income	-	-	-	-	-	90	90
Balance, December 31, 1994	33,544	15,991	336	26,133	62,197	(849)	103,808
8% Series A Cumulative Preferred Stock dividends	-	1,204	-	-	-	(1,204)	-
Issuance of Class A Common Stock pursuant to initial public offering, net of stock issuance costs of $5,067	4,004	-	40	-	62,893	-	62,933
Exercise of Common Stock Warrants	2,731	-	26	(25,419)	25,393	-	-
Employee Savings Plan contribution and launch bonuses funded by issuance of Class A Common Stock	60	-	1	-	1,191	-	1,192
Unrealized holding gains on available-for-sale securities, net	-	-	-	-	-	239	239
Net loss	-	-	-	-	-	(11,486)	(11,486)
Balance, December 31, 1995	40,339	17,195	403	714	151,674	(13,300)	156,686
8% Series A Cumulative Preferred Stock dividends	-	1,204	-	-	-	(1,204)	-
Exercise of Class A Common Stock options	442	-	4	-	2,255	-	2,259
Exercise of Common Stock Warrants	75	-	1	(698)	697	-	-
Income tax benefit of deduction for income tax purposes on exercise of Class A Common Stock options	-	-	-	-	2,372	-	2,372
Employee Savings Plan contribution issuable and launch bonuses funded by issuance of Class A Common Stock	64	-	1	-	1,115	-	1,116
Unrealized holding losses on available-for-sale securities, net	-	-	-	-	-	(250)	(250)
Net loss	-	-	-	-	-	(100,986)	(100,986)
Balance, December 31, 1996	40,920	18,399	409	16	158,113	(115,740)	61,197
Issuance of Class A Common Stock for acquisition of Direct Broadcasting Satellite Corporation (unaudited)	643	-	6	-	11,933	-	11,939
8% Series A Cumulative Preferred Stock dividends (unaudited)	-	301	-	-	-	(301)	-
Exercise of Class A Common Stock options (unaudited)	17	-	1	-	206	-	207
Unrealized holding losses on available-for-sale securities, net (unaudited)	-	-	-	-	-	(1)	(1)
Net loss (unaudited)	-	-	-	-	-	(62,866)	(62,866)
Balance, March 31, 1997 (unaudited)	41,580	$18,700	$416	$ 16	$170,252	$(178,908)	$ 10,476

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ 90	$(11,486)	$(100,986)	$ (7,221)	$ (62,866)
Adjustments to reconcile net income (loss) to net cash flows from operating activities:					
Depreciation and amortization	2,243	3,114	27,423	3,330	12,673
Amortization of subscriber acquisition costs	-	-	15,991	-	28,102
Deferred income tax benefit	(7,330)	(4,763)	(50,365)	(1,371)	-
Amortization of debt discount and deferred financing costs	20,662	23,528	61,695	5,347	18,542
Employee benefits funded by issuance of Class A Common Stock	-	1,192	1,116	-	-
Change in reserve for excess and obsolete inventory	502	1,212	2,866	227	(2,302)
Change in long-term deferred signal carriage revenue	-	-	5,949	3,790	733
Change in accrued interest on notes receivable from DBSC	-	-	(3,382)	-	-
Change in accrued interest on convertible subordinated debentures from SSET	(279)	(860)	(484)	-	-
Other, net	(37)	375	1,215	(138)	2,432
Changes in current assets and current liabilities, net (see Note 2)	8,354	(32,640)	11,537	3,794	(2,637)
Net cash flows provided by (used in) operating activities	24,205	(20,328)	(27,425)	7,758	(5,323)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of marketable investment securities	(15,100)	(25,230)	(138,295)	(2)	-
Sales of marketable investment securities	4,439	40,563	135,176	15,479	15,279
Purchases of restricted marketable investment securities	(11,400)	(15,000)	(21,100)	(15,500)	(1,995)
Funds released from restricted cash and marketable investment securities - other	-	-	15,700		
Purchases of property and equipment	(3,507)	(4,048)	(50,954)	(2,715)	(12,486)
Offering proceeds and investment earnings placed in escrow	(329,831)	(9,589)	(193,972)	(178,452)	(416)
Funds released from escrow accounts	144,400	122,149	219,352	17,785	30,000
Investment in SSET	(8,750)	-	-	-	-
Payments received on (investments in) convertible subordinated debentures from SSET	-	-	6,445	-	(500)
Investment in convertible subordinated debentures from DBSI	-	(1,000)	(3,640)	(3,000)	-
Long-term notes receivable from and investment in DBSC	(4,210)	(16,000)	(30,000)	(7,500)	-
Expenditures for satellite systems under construction	(115,752)	(129,506)	(170,935)	(13,292)	(30,084)
Expenditures for FCC authorizations	(159)	(458)	(55,419)	(13,636)	-
Other	1,305	-	-	-	(280)
Net cash flows used in investing activities	(338,565)	(38,119)	(287,642)	(200,833)	(482)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Minority investor investment in and loan to consolidated joint venture	1,000	-	-	-	-
Net proceeds from issuance of 1994 Notes and Common Stock Warrants	323,325	-	-	-	-
Net proceeds from issuance of Class A Common Stock	3,833	62,933	-	-	-
Net proceeds from issuance of 1996 Notes	-	-	336,916	337,043	-
Expenditures from escrow for offering costs	(837)	-	-	-	-
Proceeds from refinancing of mortgage indebtedness	4,200	-	-	-	-
Repayments of mortgage indebtedness and notes payable	(3,435)	(238)	(6,631)	(1,022)	(3,130)
Loans from stockholder, net	4,000	-	-	-	-
Repayment of loans from stockholder	(4,075)	-	-	-	-
Stock options exercised	-	-	2,259	113	156
Dividends paid	(3,000)	-	-	-	-
Net cash flows provided by (used in) financing activities	325,011	62,695	332,544	336,134	(2,974)
Net increase (decrease) in cash and cash equivalents	10,651	4,248	17,477	143,059	(8,779)
Cash and cash equivalents, beginning of year	6,855	17,506	21,754	21,754	39,231
Cash and cash equivalents, end of year	$ 17,506	$ 21,754	$ 39,231	$164,813	$ 30,452

See accompanying Notes to Consolidated Financial Statements.

ECHOSTAR COMMUNICATIONS CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of March 31, 1997 and for the Three Months Ended March 31, 1996
And March 31, 1997 is Unaudited)

1. ORGANIZATION AND BUSINESS ACTIVITIES

PRINCIPAL BUSINESS

EchoStar Communications Corporation ("ECC"), and together with its subsidiaries ("EchoStar" or the "Company"), currently is one of only three direct broadcast satellite ("DBS") companies in the United States with the capacity to provide comprehensive nationwide DBS programming service. EchoStar's DBS service (the "DISH Network-SM-") commenced operations in March 1996 after the successful launch of its first satellite ("EchoStar I") in December 1995. EchoStar launched its second satellite ("EchoStar II") on September 10, 1996. EchoStar II significantly increased the channel capacity and programming offerings of the DISH Network-SM- when it became fully operational in November 1996. EchoStar currently provides approximately 120 channels of near laser disc quality digital video programming and over 30 channels of near CD quality audio programming to the entire continental United States. In addition to its DISH Network-SM- business, EchoStar is engaged in the design, manufacture, distribution and installation of satellite direct-to-home ("DTH") products, domestic distribution of DTH programming, and consumer financing of EchoStar's DISH Network-SM- and domestic DTH products and services.

EchoStar's business objective is to become one of the leading providers of subscription television and other satellite-delivered services in the United States. EchoStar had approximately 350,000 and 480,000 subscribers to DISH Network-SM- programming as of December 31, 1996 and March 31, 1997, respectively.

RECENT DEVELOPMENTS

On February 24, 1997, EchoStar and The News Corporation Limited ("News") announced an agreement (the "News Agreement") pursuant to which, among other things, News agreed to acquire approximately 50% of the outstanding capital stock of EchoStar. News also agreed to make available for use by EchoStar the DBS license for 28 frequencies at 110DEG. West Longitude ("WL") purchased by MCI Communications Corporation for over $682 million following a 1996 Federal Communications Commission ("FCC") auction. During late April 1997, substantial disagreements arose between the parties regarding their obligations under the News Agreement.

On May 8, 1997 EchoStar filed a Complaint in the United States District Court for the District of Colorado (the "Court"), Civil Action No. 97-960, requesting that the Court confirm EchoStar's position, and declare that News is obligated pursuant to the News Agreement to lend $200 million to EchoStar without interest and upon such other terms as the Court orders.

On May 9, 1997, EchoStar filed a First Amended Complaint significantly expanding the scope of the litigation to include breach of contract, failure to act in good faith, and other causes of action. EchoStar seeks specific performance of the News Agreement and damages, including lost profits based on, among other things, a jointly prepared ten-year business plan showing expected profits over such ten-year period for EchoStar in excess of $10 billion based on consummation of the transactions contemplated by the News Agreement.

On June 9, 1997, News filed an answer and counterclaims seeking unspecified damages. News' answer denies all of the material allegations in the First Amended Complaint and asserts numerous defenses, including bad faith, misconduct and failure to disclose material information on the part of EchoStar and its Chairman and Chief Executive Officer, Charles W. Ergen. The counterclaims, in which News is joined by its subsidiary American Sky Broadcasting, L.L.C., assert that EchoStar and Ergen breached their agreements with News and failed to act and negotiate with News in good faith. EchoStar has responded to News' answer and denied the allegations in their counterclaims. EchoStar also has asserted various affirmative defenses. EchoStar intends to diligently defend against the counterclaims. The parties are now in discovery. A trial date has not been set.

While EchoStar is confident of its position and believes it will ultimately prevail, the litigation could continue for many years and there can be no assurance concerning the outcome of the litigation.

1. ORGANIZATION AND BUSINESS ACTIVITIES (CONTINUED)

ORGANIZATIONAL HISTORY AND LEGAL STRUCTURE

Certain companies principally owned and controlled by Mr. Charles W. Ergen were reorganized in 1993 into Dish, Ltd., formerly known as EchoStar Communications Corporation (together with its subsidiaries, "Dish, Ltd."). The principal reorganized entities, Echosphere Corporation (formed in 1980) and Houston Tracker Systems, Inc. (acquired in 1986), are primarily engaged in the design, assembly, marketing and worldwide distribution of direct-to-home ("DTH") satellite television products. Satellite Source, Inc. contracts for rights to purchase C-band satellite delivered television programming for resale to consumers and other DTH retailers. Through January 1996, Echo Acceptance Corporation ("EAC") arranged nationwide consumer financing for purchasers of DTH systems and programming. The FCC has granted EchoStar Satellite Corporation ("ESC") licenses for certain DBS frequencies. The reorganized group also includes other less significant domestic enterprises and several foreign entities involved in related activities outside the United States.

During 1994, Dish, Ltd. merged one of its subsidiaries with DirectSat Corporation ("DirectSat"), an approximately 80% owned subsidiary of SSE Telecom, Inc. ("SSET") at that time. DirectSat's stockholders received an approximate 3% equity interest in Dish, Ltd. (subsequently exchanged for stock of ECC) in exchange for all of DirectSat's then outstanding stock. DirectSat's principal assets are a conditional satellite construction permit and frequency assignments for ten DBS frequencies.

In June 1994, Dish, Ltd. completed an offering of 12 7/8% Senior Secured Discount Notes due 2004 (the "1994 Notes," see Note 6) and Common Stock Warrants (the "Warrants") (collectively, the "1994 Notes Offering"), resulting in net proceeds of approximately $323.3 million. Dish, Ltd. and its subsidiaries are subject to the terms and conditions of the indenture related to the 1994 Notes (the "1994 Notes Indenture"). The assets of ECC are not subject to the 1994 Notes Indenture. Separate parent company only financial information for ECC is supplementally provided in Note 16. As described in Note 6, the 1994 Notes Indenture places significant restrictions on the payment of dividends or other transfers by Dish, Ltd. to ECC.

In June 1995, ECC completed an initial public offering (the "IPO") of its Class A Common Stock, which resulted in net proceeds to the Company of approximately $62.9 million. Concurrently, Charles W. Ergen, President and Chief Executive Officer of both ECC and Dish, Ltd., exchanged all of his then outstanding shares of Class B Common Stock and 8% Series A Cumulative Preferred Stock of Dish, Ltd. for like shares of ECC (the "Exchange") in the ratio of 0.75 shares of ECC for each share of Dish, Ltd. capital stock (the "Exchange Ratio"). All employee stock options of Dish, Ltd. were also assumed by ECC, adjusted for the Exchange Ratio. In December 1995, ECC merged Dish, Ltd. with a wholly-owned subsidiary of ECC (the "Merger") and all outstanding shares of Dish, Ltd. Class A Common Stock and 8% Series A Cumulative Preferred Stock (other than those held by ECC) were automatically converted into the right to receive like shares of ECC in accordance with the Exchange Ratio. Also effective with the Merger, all outstanding Warrants for the purchase of Dish, Ltd. Class A Common Stock automatically became exercisable for shares of ECC's Class A Common Stock, adjusted for the Exchange Ratio. As a result of the Exchange and Merger, ECC owns all outstanding shares of Dish, Ltd. capital stock.

In March 1996, EchoStar Satellite Broadcasting Corporation ("ESBC"), a wholly-owned subsidiary of ECC, completed an offering (the "1996 Notes Offering") of 13 1/8% Senior Secured Discount Notes due 2004, which resulted in net proceeds to the Company of approximately $337.0 million. In connection with the 1996 Notes Offering, EchoStar contributed all of the outstanding capital stock of Dish, Ltd. to ESBC. This transaction was accounted for as a reorganization of entities under common control whereby Dish, Ltd. was treated as the predecessor to ESBC. ESBC is subject to all, and ECC is subject to certain of, the terms and conditions of the indenture related to the 1996 Notes (the "1996 Notes Indenture"). EchoStar DBS Corporation ("DBS Corp") was formed in January 1996 as a wholly-owned subsidiary of ECC for the initial purpose of participating in a Federal Communications Commission auction. On January 26, 1996, DBS Corp submitted the winning bid of $52.3 million for 24 DBS frequencies at 148 DEG. WL. Funds necessary to complete the purchase of the DBS frequencies and commence construction of the Company's fourth DBS satellite, EchoStar IV, have been loaned to DBS Corp by ECC and EBSC. As described further below, DBS Corp issued a new series of 12 1/2% Senior Secured Notes due 2002 in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Old Notes"). Prior to consummation of the offering of the Old Notes offering, ECC contributed all of the outstanding capital stock of ESBC to DBS Corp. In connection with the offering of the Old Notes, DBS Corp agreed to file a Registration Statement with the Securities and Exchange Commission to publicly register a new series of notes with substantially identical terms (the "Exchange Notes" and together with the Old Notes, the "Notes"). Upon the effectiveness of the Registration Statement, DBS Corp will make an offer to exchange the Exchange Notes for the Old Notes.

1. ORGANIZATION AND BUSINESS ACTIVITIES (CONTINUED)

The following summarizes the Company's organizational structure for EchoStar and its significant subsidiaries as described above as of March 31, 1997.

LEGAL ENTITY	REFERRED TO HEREIN AS	OWNERSHIP
EchoStar Communications Corporation	ECC	Publicly owned
EchoStar DBS Corporation	DBS Corp	Wholly-owned by ECC
EchoStar Satellite Broadcasting Corporation	ESBC	Wholly-owned by ECC
Dish Network Credit Corporation	DNCC	Wholly-owned by ECC
Dish, Ltd.	Dish, Ltd.	Wholly-owned by ESBC
EchoStar Satellite Corporation	ESC	Wholly-owned by Dish, Ltd.
Echosphere Corporation	EchoCorp	Wholly-owned by Dish, Ltd.
Houston Tracker Systems, Inc.	HTS	Wholly-owned by Dish, Ltd.
EchoStar International Corporation	EIC	Wholly-owned by Dish, Ltd.

Substantially all of EchoStar's operating activities are conducted by subsidiaries of Dish, Ltd.

SIGNIFICANT RISKS AND UNCERTAINTIES

The commencement of EchoStar's DBS business has dramatically changed EchoStar's operating results and financial position as compared to its historical results. EchoStar consummated the 1994 Notes Offering, the 1996 Notes Offering and the IPO to partially satisfy the capital requirements for the construction, launch and operation of its first four DBS satellites (EchoStar I, EchoStar II, EchoStar III, and EchoStar IV). As a result, annual interest expense on the 1994 and 1996 Notes, and depreciation of the investment in the satellites and related assets each exceeds historical levels of income before income taxes. Consequently, beginning in 1995, EchoStar reported significant net losses and expects such net losses to continue through at least 1999. As of December 31, 1996, EchoStar expects to invest approximately an additional $344 million to fund contractor financing obligations with respect to its first four satellites and to complete the construction phase and launch of EchoStar III and EchoStar IV (see Note 11). EchoStar's plans also include the financing, construction and launch of two fixed service satellites, additional DBS satellites, and Ku-band and KuX-band satellites, assuming receipt of all required FCC licenses and permits.

As previously described, EchoStar expects that its net losses will continue as it builds its subscription television business such that negative stockholders' equity will result during the second quarter of 1997 unless it receives additional equity financing. Although a negative equity position has significant implications, including, but not limited to, non-compliance with Nasdaq National Market listing criteria, EchoStar believes that such event will not materially affect the implementation and execution of its business strategy. When EchoStar ceases to satisfy Nasdaq's National Market listing criteria, EchoStar's Class A Common Stock will be subject to being delisted unless an exception is granted by the National Association of Securities Dealers. If an exception is not granted, trading in EchoStar Class A Common Stock would thereafter be conducted in the over-the-counter market. Consequently, it may be more difficult to dispose of, or to obtain accurate quotations for, EchoStar Class A Common Stock. Accordingly, delisting may result in a decline in the trading market for EchoStar's Class A Common Stock, which, among other things, could potentially depress EchoStar's stock and bond prices and impair EchoStar's ability to obtain additional financing.

In accordance with its agreement with News, as described above, EchoStar had expected to meet its short- and medium-term capital needs through financial commitments from News. As a result of the failure by News to honor its obligations under the News Agreement, EchoStar was required to raise additional capital to execute its contemplated business plan. In connection therewith, in June 1997 DBS Corp issued the Old Notes. The Old Notes offering resulted in net proceeds to the Company of approximately $362.5 million, including approximately $109.0 million restricted for certain interest payments on the Notes. EchoStar intends to seek recovery from News for any costs of financing, including those costs associated with the offering of the Notes, in excess of the costs of the financing committed to by News under the News Agreement.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The financial statements for 1995 present the consolidation of Dish, Ltd. and its subsidiaries through the date of the Exchange (see Note 1) and the consolidation of ECC and its subsidiaries, including Dish, Ltd., thereafter. The Exchange and Merger was accounted for as a reorganization of entities under common control and the historical cost basis of consolidated assets and liabilities was not affected by the transaction. All significant intercompany accounts and transactions have been eliminated.

The Company accounts for investments in 50% or less owned entities using the equity method. At December 31, 1995 and 1996 and March 31, 1997, these investments were not material to the consolidated financial statements.

The consolidated financial statements as of March 31, 1997 and for the three months ended March 31, 1996 and 1997 include, in the opinion of management, all adjustments (consisting of normal recurring adjustments) necessary to present fairly the Company's consolidated financial position, results of operations and cash flows. Operating results for the three months ended March 31, 1997 are not necessarily indicative of the results that may be expected for the year ending December 31, 1997.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses for each reporting period. Actual results could differ from those estimates.

FOREIGN CURRENCY TRANSACTION GAINS AND LOSSES

The functional currency of the Company's foreign subsidiaries is the U.S. dollar because their sales and purchases are predominantly denominated in that currency. Transactions denominated in currencies other than U.S. dollars are recorded based on exchange rates at the time such transactions arise. Subsequent changes in exchange rates result in transaction gains and losses which are reflected in income as unrealized (based on period end translation) or realized (upon settlement of the transaction). Net transaction gains (losses) during the years ended December 1994, 1995 and 1996 and the three-month periods ended March 31, 1996 and 1997 were not material to the Company's results of operations.

CASH AND CASH EQUIVALENTS

The Company considers all liquid investments purchased with an original maturity of ninety days or less to be cash equivalents. Cash equivalents as of December 31, 1995 and 1996 and March 31, 1997 consist of money market funds, corporate notes and commercial paper; such balances are stated at cost which equates to market value.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

STATEMENTS OF CASH FLOWS DATA

The following summarizes net cash flows from changes in the Company's current assets and current liabilities:

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
Trade accounts receivable	$ 372	$ (1,082)	$ (4,337)	$ (893)	$(17,658)
Inventories	3,049	(19,654)	(36,864)	11,244	18,026
Income tax refund receivable	-	(3,554)	(1,276)	(1,252)	439
Subscriber acquisition costs	-	-	(84,120)	-	(41,205)
Other current assets	(183)	(10,464)	(5,319)	(2,431)	1,876
Trade accounts payable	2,648	4,111	21,756	(5,464)	297
Deferred revenue - DISH Network-SM- subscriber promotions	-	-	97,959	-	27,948
Deferred programming revenue	564	(1,009)	4,557	1,853	1,206
Accrued expenses and other current liabilities	1,670	(988)	19,181	737	6,434
Other, net	234	-	-	-	-
Net increase (decrease) in current assets and current liabilities	$8,354	$(32,640)	$ 11,537	$ 3,794	$ (2,637)

The following presents the Company's supplemental cash flow statement disclosure:

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
Cash paid for interest, net of amounts capitalized	$ 436	$ 461	$ 3,007	$ 354	$612
Cash paid for income taxes	7,140	3,203	-	-	-
8% Series A Cumulative Preferred Stock dividends	939	1,204	1,204	301	301
Accrued satellite contract costs	-	15,000	-	-	-
Satellite launch payment for EchoStar II applied to EchoStar I launch	-	-	15,000	15,000	-
Exchange of note payable to stockholder, and interest thereon, for 8% Series A Cumulative Preferred Stock	15,052	-	-	-	-
Issuance of Class A Common Stock to acquire investment in DirectSat Corporation	9,000	-	-	-	-
Property and equipment acquired under capital leases	934	-	-	-	-
Note payable issued for deferred satellite construction payments for EchoStar I	-	32,833	3,167	-	-
Note payable issued for deferred satellite construction payments for EchoStar II	-	-	28,000	-	-
Employee Savings Plan Contribution and launch bonuses funded by issuance of Class A Common Stock	-	1,192	1,116	7	49

MARKETABLE INVESTMENT SECURITIES AND RESTRICTED CASH AND MARKETABLE INVESTMENT SECURITIES

At December 31, 1995 and 1996 and March 31, 1997, the Company has classified all marketable investment securities as available-for-sale. Accordingly, these investments are reflected at market value based on quoted market prices. Related unrealized gains and losses are reported as a separate component of stockholders' equity, net of related deferred income taxes of $146,000 and $6,000 at December 31, 1995 and 1996, respectively, and $5,000 at March 31, 1997. The specific identification method is used to determine cost in computing realized gains and losses.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Marketable investment securities as of December 31, 1995 and 1996 are as follows (in thousands):

	DECEMBER 31, 1995			DECEMBER 31, 1996			MARCH 31, 1997 (UNAUDITED)		
	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE
Commercial paper	$ 1,126	$ -	$ 1,126	$16,065	$ -	$16,065			
Corporate notes	12,353	(19)	12,334	-	-	-	$ 786	$ -	$ 786
Government bonds	2,038	-	2,038	2,540	-	2,540	2,540	-	2,540
Mutual funds	188	(16)	172	219	(17)	202	221	(19)	202
	$15,705	$(35)	$15,670	$18,824	$(17)	$18,807	$3,547	$(19)	$3,528

Restricted Cash and Marketable Investment Securities in Escrow Accounts as reflected in the accompanying consolidated balance sheets represent the remaining net proceeds received from the 1994 Notes Offering, and a portion of the proceeds from the 1996 Notes Offering, plus investment earnings, less amounts expended to date in connection with the development, construction and continued growth of the DISH Network-SM-. These proceeds are held in separate escrow accounts (the "Dish Escrow Account" and the "ESBC Escrow Account") as required by the respective indentures, and invested in certain permitted debt and other marketable investment securities until disbursed for the express purposes identified in the respective indentures.

Other Restricted Cash includes balances totaling $11.4 million, $5.7 million and $5.7 million at December 31, 1995 and 1996 and March 31, 1997, respectively, which were restricted to satisfy certain covenants in the 1994 Notes Indenture regarding launch insurance for EchoStar I and EchoStar II. In addition, as of each of December 31, 1995 and 1996 and March 31, 1997, $15.0 million was held in escrow relating to a non-performing manufacturer of DBS receivers (see Note 3). Also, as of December 31, 1996 and March 31, 1997, $10.0 million was on deposit in a separate escrow account established, pursuant to an additional DBS receiver manufacturing agreement, to provide for EchoStar's future payment obligations. The $15.0 million and $10.0 million deposits were both released from these escrow accounts subsequent to March 31, 1997.

The major components of Restricted Cash and Marketable Investment Securities are as follows (in thousands):

	DECEMBER 31, 1995			DECEMBER 31, 1996			MARCH 31, 1997 (UNAUDITED)		
	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE	AMORTIZED COST	UNREALIZED HOLDING GAIN (LOSS)	MARKET VALUE
Commercial paper	$66,214	$ -	$66,214	$77,569	$ -	$77,569	$48,508	$ -	$48,508
Government bonds	32,904	420	33,324	368	-	368	-	-	-
Certificates of deposit	-	-	-	1,100	-	1,100	3,095	-	3,095
Accrued interest	153	-	153	254	-	254	99	-	99
	$99,271	$ 420	$99,691	$79,291	$ -	$79,291	$51,702	$ -	$51,702

INVENTORIES

Inventories are stated at the lower of cost or market value. Cost is determined using the first-in, first-out method. Proprietary products are manufactured by outside suppliers to the Company's specifications. EchoStar also distributes non-proprietary products purchased from other manufacturers. Manufactured inventories include materials, labor and manufacturing overhead. Cost of other inventories includes parts, contract manufacturers' delivered price, assembly and testing labor, and related overhead, including handling and storage costs.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories consist of the following (in thousands):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
EchoStar Receiver Systems.	$ -	$32,799	$35,210
Consigned DBS receiver components.	-	23,525	11,680
DBS receiver components.	9,615	15,736	11,965
Finished goods-C-band.	11,161	600	512
Finished goods-International	9,297	3,491	1,924
Competitor DBS Receivers	9,404	-	-
Spare parts.	2,089	2,279	3,717
Reserve for excess and obsolete inventory. .	(2,797)	(5,663)	(7,965)
	$38,769	$72,767	$57,043

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Cost includes interest capitalized of $5.7 million, $25.8 million and $25.7 million during the years ended December 31, 1994, 1995 and 1996, respectively, and $8.5 million and $5.2 million during the three-month periods ended March 31, 1996 and 1997, respectively. Depreciation is recorded on a straight-line basis for financial reporting purposes. Repair and maintenance costs are charged to expense when incurred. Renewals and betterments are capitalized.

FCC AUTHORIZATIONS

FCC authorizations are recorded at cost and amortized using the straight-line method over a period of 40 years. Such amortization commences at the time the related satellite becomes operational; capitalized costs are written off at the time efforts to provide services are abandoned. FCC authorizations include interest capitalized of $1.3 million and $6.1 million during the years ended December 31, 1995 and 1996, respectively, and $400,000 and $2.9 million during the three-month periods ended March 31, 1996 and 1997, respectively. The merger with DirectSat described in Note 1 was accounted for as a purchase. DirectSat's assets were valued at $9.0 million by the Company at the time of the merger and are included in FCC authorizations in the accompanying balance sheets.

REVENUE RECOGNITION

Revenue from sales of DTH products is recognized upon shipment to customers. Revenue from the provision of DISH Network-SM- service and C-band programming service to subscribers is recognized as revenue in the period such programming is provided.

SUBSCRIBER PROMOTION SUBSIDIES, SUBSCRIBER ACQUISITION COSTS, AND DISH NETWORK-SM- PROMOTIONS-SUBSCRIPTION TELEVISION SERVICES AND PRODUCTS

Total transaction proceeds to EchoStar from DISH Network-SM- programming and equipment sold as a package under EchoStar promotions are initially deferred and recognized as revenue over the related service period (normally one year), commencing upon authorization of each new subscriber. The excess of EchoStar's aggregate cost of the equipment, programming and other expenses for the initial prepaid subscription period for DISH Network-SM- service over proceeds received ("subscriber promotion subsidies") is expensed upon shipment of the equipment. Remaining costs, less programming costs and the amount expensed upon shipment as per above, are capitalized and reflected in the accompanying consolidated balance sheets as subscriber acquisition costs. Such costs are amortized over the related prepaid subscription term of the customer. Programming costs are expensed as service is provided. Excluding expected incremental revenues from premium and Pay-Per-View programming, the accounting followed results in revenue recognition over the initial period of service equal to the sum of programming costs and amortization of subscriber acquisition costs.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DISH Network-SM- programming and equipment not sold as a package under EchoStar promotions are separately presented in the accompanying consolidated statements of operations.

DEFERRED DEBT ISSUANCE COSTS AND DEBT DISCOUNT

Costs of completing the 1994 Notes Offering and 1996 Notes Offering were deferred (Note 5) and are being amortized to interest expense over their respective terms. The original issue discounts related to the 1994 Notes and the 1996 Notes (Note 6) are being accreted to interest expense so as to reflect a constant rate of interest on the accreted balance of the 1994 Notes and the 1996 Notes.

DEFERRED PROGRAMMING REVENUE

Deferred programming revenue consists of prepayments received from subscribers to DISH Network-SM- programming. Such amounts are recognized as revenue in the period the programming is provided to the subscriber. Similarly, EchoStar defers prepayments received from subscribers to C-band programming sold by EchoStar as an authorized distributor.

LONG-TERM DEFERRED SIGNAL CARRIAGE REVENUE

Long-term deferred signal carriage revenue consists of advance payments from certain programming providers for carriage of their programming content on the DISH Network-SM-. Such amounts are deferred and recognized as revenue on a straight-line basis over the related contract terms (up to ten years).

ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consist of the following (in thousands):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
Accrued expenses	$ 3,850	$20,269	$27,453
Accrued satellite contract costs	15,000	-	-
Accrued programming	4,979	9,463	10,485
Reserve for warranty costs	1,013	763	763
Other	1,472	-	-
	$26,314	$30,495	$38,701

The Company's C-band proprietary products are under warranty against defects in material and workmanship for a period of one year from the date of original retail purchase. The reserve for warranty costs is based upon historical units sold and expected repair costs. The Company does not have a warranty reserve for its DBS products because the warranty is provided by the contract manufacturer.

ADVERTISING COSTS

Advertising costs are expensed as incurred and totaled $2.3 million, $1.9 million and $16.5 million for the years ended December 31, 1994, 1995 and 1996, respectively.

RESEARCH AND DEVELOPMENT COSTS

Research and development costs, which are expensed as incurred, totaled $5.9 million, $5.0 million and $6.0 million for the years ended December 31, 1994, 1995 and 1996, respectively.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NET LOSS ATTRIBUTABLE TO COMMON SHARES

Net loss attributable to common shares is calculated based on the weighted-average number of shares of common stock issued and outstanding for the respective periods. Common stock equivalents (warrants and employee stock options) are excluded as they are antidilutive. Net loss attributable to common shares is also adjusted for cumulative dividends on the 8% Series A Cumulative Preferred Stock.

RECLASSIFICATIONS

Certain amounts from the prior years consolidated financial statements have been reclassified to conform with the 1996 presentation.

3. Other Current Assets

Other current assets consist of the following (in thousands):

	DECEMBER 31, 1995	DECEMBER 31, 1996	MARCH 31, 1997
			(UNAUDITED)
Deposit held by non-performing manufacturer. .	$10,000	$10,000	$10,000
Other.	3,037	8,356	6,556
	$13,037	$18,356	$16,556

EchoStar previously maintained agreements with two manufacturers for DBS receivers. Only one of the manufacturers produced receivers acceptable to EchoStar. EchoStar previously deposited $10.0 million with the non-performing manufacturer and, as of December 31, 1996 and March 31, 1997, had an additional $15.0 million on deposit in an escrow account as security for EchoStar's payment obligations under that contract. During 1996 EchoStar provided the non-performing manufacturer notice of its intent to terminate the contract and filed suit against that manufacturer. On April 25, 1997, the Company and the non-performing manufacturer executed a settlement and release agreement under which the non-performing manufacturer agreed to return the $10.0 million deposit and to release the $15.0 million held in escrow. The Company received these amounts in May 1997.

EchoStar is currently dependent on one manufacturing source for its receivers. The performing manufacturer presently manufactures receivers in sufficient quantities to meet currently expected demand. If EchoStar's sole manufacturer is unable for any reason to produce receivers in a quantity sufficient to meet demand, EchoStar's liquidity and results of operations would be adversely affected. Management believes, but can give no assurance, that Echostar will be able to recover most, if not all, amounts deposited with the non-performing manufacturer or held in escrow.

4. PROPERTY AND EQUIPMENT

Property and equipment consist of the following (in thousands):

	LIFE (IN YEARS)	DECEMBER 31, 1995	DECEMBER 31, 1996	MARCH 31, 1997 (UNAUDITED)
EchoStar I	12	$ -	$201,607	$201,607
EchoStar II	12	-	228,694	228,694
Furniture, fixtures and equipment	2-12	35,127	72,945	76,260
Buildings and improvements	7-40	21,006	26,035	26,409
Tooling and other	2	2,039	3,253	3,491
Land	-	1,613	2,295	2,295
Vehicles	7	1,310	1,323	1,323
Construction in progress	-	303,174	89,733	184,794
Total property and equipment		364,269	625,885	724,873
Accumulated depreciation		(10,269)	(35,264)	(47,607)
Property and equipment, net		$354,000	$590,621	$677,266

Construction in progress consists of the following (in thousands):

	DECEMBER 31, 1995	DECEMBER 31, 1996	MARCH 31, 1997 (UNAUDITED)
Progress amounts for satellite construction, launch, launch insurance, capitalized interest, and launch and in-orbit tracking, telemetry and control services:			
EchoStar I	$193,629	$ -	$ -
EchoStar II	88,634	-	-
EchoStar III	20,801	29,123	107,533
EchoStar IV	-	56,320	64,412
Other	110	4,290	12,849
	$303,174	$89,733	$184,794

Construction in progress for each of EchoStar III and EchoStar IV, includes capitalized costs related to the construction, insurance and launch of such satellites. EchoStar III is currently scheduled to launch during the third quarter of 1997; EchoStar IV is currently scheduled to launch during the first quarter of 1998.

5. OTHER NONCURRENT ASSETS

Other noncurrent assets consist of the following (in thousands):

	DECEMBER 31, 1995	DECEMBER 31, 1996	MARCH 31, 1997 (UNAUDITED)
Long-term notes receivable from DBSC and accrued interest	$16,000	$49,382	$ -
Deferred debt issuance costs	10,622	21,284	21,768
SSET convertible subordinated debentures and accrued interest	9,610	3,649	4,075
Investment in DBSC	4,111	4,044	-
DBSI convertible subordinated debentures	1,000	4,640	4,640
Other, net	897	827	772
	$42,240	$83,826	$31,255

5. OTHER NONCURRENT ASSETS (CONTINUED)

In 1994, the Company purchased $8.75 million of SSET's 6.5% convertible subordinated debentures. During 1996, EchoStar received $6.4 million of payments from SSET ($5.2 million principal and $1.2 million interest) related to these convertible debentures. As of December 31, 1996, the debentures, if converted, would represent approximately 5% of SSET's common stock, based on the number of shares of SSET common stock outstanding at December 31, 1996. Management estimates that the fair value of the SSET debentures approximates their carrying value in the accompanying financial statements based on current interest rates and the conversion features contained in the debentures. SSET is a reporting company under the Securities Exchange Act of 1934 and is engaged in the manufacture and sale of satellite telecommunications equipment. In March 1994, the Company purchased an approximate 6% ownership interest in the stock of Direct Broadcasting Satellite Corporation ("DBSC") and certain of DBSC's notes and accounts receivable from SSET for $1.25 million.

In November 1994, the Company resolved a law suit brought by the Company against DBSC regarding enforceability of the notes and accounts receivable. Such receivables were exchanged for shares of DBSC common stock and the Company purchased additional DBSC shares for $2,960,000 such that, together with the shares of DBSC acquired from SSET, the Company owned approximately 40% of the outstanding common stock of DBSC. DBSC's principal assets include an FCC conditional satellite construction permit and specific orbital slot assignments for a total of 22 DBS frequencies.

In December 1995, the Company advanced DBSC $16.0 million in the form of a note receivable to enable DBSC to make required payments under its satellite construction contract (EchoStar III). Additionally, during 1996, the Company made monthly advances to DBSC, in the form of additional notes receivable, to enable DBSC to meet the commitments under its satellite construction contract. Such advances made during 1996 aggregated $30.0 million. The $16.0 million note receivable from DBSC bears interest at 11.5% and the additional $30.0 million of notes receivable from DBSC bears interest at 11.25%. These notes receivable mature monthly, beginning December 29, 2003. Under the terms of the promissory notes, equal installments of principal and interest are due annually commencing December 1997. As of December 31, 1996, these notes receivable totaled $49.4 million, including accrued interest of $3.4 million. These notes are secured by all of DBSC's assets, as defined in the Security Agreement. Management estimates that the fair value of these notes approximates carrying value in the accompanying financial statements based on current risk adjusted interest rates. On January 8, 1997, EchoStar consummated the merger of DBSC with a wholly-owned subsidiary of EchoStar ("New DBSC"). EchoStar expects to issue approximately 658,000 shares of its Class A Common Stock to acquire the remaining 60% of DBSC which it did not previously own. This transaction was accounted for as a purchase and the excess of the purchase price over the fair value of DBSC's tangible assets was allocated to DBSC's FCC authorizations. DBSC's principal assets include an FCC conditional construction permit and specific orbital slot assignments for certain DBS frequencies. During 1997, upon consummation of the DBSC merger, the aforementioned notes receivable were eliminated, on a consolidated basis, in the related purchase accounting.

In 1995, the Company purchased $1.0 million of DBS Industries, Inc.'s ("DBSI") convertible subordinated debentures, which mature July 1, 1998. In January and December 1996, the Company purchased an additional $3.0 million (maturing January 12, 1999), and $640,000 (maturing December 12, 1999), respectively, of DBSI's convertible subordinated debentures. If EchoStar were to convert these debentures, it would own approximately 14% of DBSI's common stock, based on the number of shares of DBSI common stock outstanding at December 31, 1996. Each of the debentures bears interest at the prime rate plus 2%, adjusted and payable quarterly (aggregate rate of 10.25% at December 31, 1996). DBSI, which is a reporting company under the Securities Exchange Act of 1934, is engaged in the development of satellite and radio systems for use in automating the control and distribution of gas and electric power by utility companies. Management believes the fair value of the DBSI debentures approximates carrying value in the accompanying financial statements based on current interest rates and the conversion features contained in the debentures.

6. LONG-TERM DEBT

1994 NOTES

On June 7, 1994, Dish, Ltd. issued the 1994 Notes which mature on June 1, 2004. The 1994 Notes issuance resulted in net proceeds to Dish, Ltd. of $323.3 million (including amounts attributable to the issuance of the Warrants (see Note 9) and after payment of underwriting discount and other issuance costs aggregating approximately $12.6 million).

The 1994 Notes bear interest at a rate of 12 7/8%, computed on a semi-annual bond equivalent basis. Interest on the 1994

6. LONG-TERM DEBT (CONTINUED)

Notes will not be payable in cash prior to June 1, 1999, with the 1994 Notes accreting to a principal value at stated maturity of $624.0 million by that date. Commencing December 1, 1999, interest on the 1994 Notes will be payable in cash on December 1 and June 1 of each year.

The 1994 Notes rank senior in right of payment to all subordinated indebtedness of Dish, Ltd. and PARI PASSU in right of payment with all other senior indebtedness of Dish, Ltd., subject to the terms of an Intercreditor Agreement between Dish, Ltd., certain of its principal subsidiaries, and certain creditors thereof. The 1994 Notes are secured by liens on certain assets of Dish, Ltd., including EchoStar I and EchoStar II and all other components of the EchoStar DBS System owned by Dish, Ltd. and its subsidiaries. The 1994 Notes are further guaranteed by each material direct subsidiary of Dish, Ltd. (see Note 12). Although the 1994 Notes are titled "Senior," Dish, Ltd. has not issued, and does not have any current arrangements to issue, any significant indebtedness to which the 1994 Notes would be senior; however, the 1996 Notes are effectively subordinated to the 1994 Notes and all other liabilities of Dish, Ltd. and its subsidiaries. Furthermore, at December 31, 1995 and 1996, the 1994 Notes were effectively subordinated to approximately $5.4 million and $5.1 million of mortgage indebtedness, respectively, with respect to certain assets of Dish, Ltd.'s subsidiaries, not including the EchoStar DBS System, and rank PARI PASSU with the security interest of approximately $30.0 million of contractor financing.

Except under certain circumstances requiring prepayment premiums, and in other limited circumstances, the 1994 Notes are not redeemable at Dish, Ltd.'s option prior to June 1, 1999. Thereafter, the 1994 Notes will be subject to redemption, at the option of Dish, Ltd., in whole or in part, at redemption prices ranging from 104.828% during the year commencing June 1, 1999 to 100% of principal value at stated maturity on or after June 1, 2002 together with accrued and unpaid interest thereon to the redemption date. On each of June 1, 2002 and June 1, 2003, Dish, Ltd. will be required to redeem 25% of the original aggregate principal amount of 1994 Notes at a redemption price equal to 100% of principal value at stated maturity thereof, together with accrued and unpaid interest thereon to the redemption date. The remaining principal of the 1994 Notes matures on June 1, 2004.

In the event of a change of control and upon the occurrence of certain other events, as described in the 1994 Notes Indenture, Dish, Ltd. will be required to make an offer to each holder of 1994 Notes to repurchase all or any part of such holder's 1994 Notes at a purchase price equal to 101% of the accreted value thereof on the date of purchase, if prior to June 1, 1999, or 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of purchase, if on or after June 1, 1999.

The 1994 Notes Indenture contains restrictive covenants that, among other things, impose limitations on Dish, Ltd. and its subsidiaries with respect to their ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) apply the proceeds of certain asset sales; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to Dish, Ltd.'s subsidiaries; (vi) merge, consolidate or sell assets; (vii) incur subordinated or junior debt; and (viii) enter into transactions with affiliates. In addition, Dish, Ltd., may pay dividends on its equity securities only if (1) no default is continuing under the 1994 Notes Indenture; and (2) after giving effect to such dividend, Dish, Ltd.'s ratio of total indebtedness to cash flow (calculated in accordance with the 1994 Notes Indenture) would not exceed 4.0 to 1.0. Moreover, the aggregate amount of such dividends generally may not exceed the sum of 50% of Dish, Ltd.'s consolidated net income (calculated in accordance with the 1994 Notes Indenture) from the date of issuance of the 1994 Notes, plus 100% of the aggregate net proceeds to Dish, Ltd. from the issuance and sale of certain equity interests of Dish, Ltd. (including common stock).

1996 NOTES

On March 25, 1996, ESBC completed the 1996 Notes Offering consisting of $580.0 million aggregate principal amount at stated maturity of the 1996 Notes. The 1996 Notes Offering resulted in net proceeds to ESBC of approximately $336.9 million (after payment of underwriting discount and other issuance costs aggregating approximately $13.1 million). The 1996 Notes bear interest at a rate of 13 1/8%, computed on a semi-annual bond equivalent basis. Interest on the 1996 Notes will not be payable in cash prior to March 15, 2000, with the 1996 Notes accreting to a principal amount at stated maturity of $580.0 million by that date. Commencing September 15, 2000, interest on the 1996 Notes will be payable in cash on September 15 and March 15 of each year. The 1996 Notes mature on March 15, 2004.

The 1996 Notes rank PARI PASSU in right of payment with all senior indebtedness of ESBC. The 1996 Notes are guaranteed

6. LONG-TERM DEBT (CONTINUED)

on a subordinated basis by ESBC's parent, EchoStar, and are secured by liens on certain assets of ESBC, EchoStar and certain of EchoStar's subsidiaries, including all of the outstanding capital stock of Dish, Ltd., which currently owns substantially all of EchoStar's operating subsidiaries. Although the 1996 Notes are titled "Senior,": (i) ESBC has not issued, and does not have any current arrangements to issue, any significant indebtedness to which the 1996 Notes would be senior; and (ii) the 1996 Notes are effectively subordinated to all liabilities of ECC (except liabilities to general creditors) and its other subsidiaries (except liabilities of ESBC), including liabilities to general creditors. As of December 31, 1996, the liabilities of EchoStar and its subsidiaries, exclusive of the 1996 Notes, aggregated approximately $694.0 million. In addition, net cash flows generated by the assets and operations of ESBC's subsidiaries will be available to satisfy the obligations of the 1996 Notes only at any time after payment of all amounts due and payable at such time under the 1994 Notes.

Except under certain circumstances requiring prepayment premiums, and in other limited circumstances, the 1996 Notes are not redeemable at ESBC's option prior to March 15, 2000. Thereafter, the 1996 Notes will be subject to redemption, at the option of ESBC, in whole or in part, at redemption prices ranging from 106.5625% during the year commencing March 15, 2000 to 100% on or after March 15, 2003 of principal amount at stated maturity, together with accrued and unpaid interest thereon to the redemption date. The entire principal balance of the 1996 Notes will mature on March 15, 2004.

The 1996 Notes Indenture contains restrictive covenants that, among other things, impose limitations on ESBC with respect to its ability to: (i) incur additional indebtedness; (ii) issue preferred stock; (iii) apply the proceeds of certain asset sales; (iv) create, incur or assume liens; (v) create dividend and other payment restrictions with respect to ESBC's subsidiaries; (vi) merge, consolidate or sell assets; (vii) incur subordinated or junior debt; and (viii) enter into transactions with affiliates. In addition, ESBC may pay dividends on its equity securities only if (1) no default is continuing under the 1996 Notes Indenture; and (2) after giving effect to such dividend, ESBC's ratio of total indebtedness to cash flow (calculated in accordance with the 1996 Notes Indenture) would not exceed 5.0 to 1.0. Moreover, the aggregate amount of such dividends generally may not exceed the sum of 50% of ESBC's consolidated net income (calculated in accordance with the 1996 Notes Indenture) from January 1, 1996, plus 100% of the aggregate net cash proceeds received by ESBC and its subsidiaries from the issue or sale of certain equity interests of EchoStar (including common stock). The 1996 Notes Indenture permits ESBC to pay dividends and make other distributions to EchoStar without restrictions.

In the event of a change of control, as described in the 1996 Notes Indenture, ESBC will be required to make an offer to each holder of 1996 Notes to repurchase all of such holder's 1996 Notes at a purchase price equal to 101% of the accreted value thereof on the date of purchase, if prior to March 15, 2000, or 101% of the aggregate principal amount at stated maturity thereof, together with accrued and unpaid interest thereon to the date of purchase, if on or after March 15, 2000.

6. LONG-TERM DEBT (CONTINUED)

OTHER LONG-TERM DEBT

In addition to the 1994 Notes and 1996 Notes, other long-term debt consists of the following (in thousands, except monthly payment data):

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
8.25% note payable for deferred satellite contract payments for EchoStar I due in equal monthly installments of $722,027, including interest, through February 2001	$32,833	$ 30,463	$ 28,913
8.25% note payable for deferred satellite contract payments for EchoStar II due in equal monthly installments of $561,577, including interest, through November 2001	-	27,161	25,646
8.0% mortgage note payable due in equal monthly installments of $41,635, including interest, through May 2008; secured by land and office building with a net book value of approximately $4.1 million	3,909	3,715	3,664
10.5% mortgage note payable due in equal monthly installments of $9,442, including interest, through November 1998; final payment of $854,000 due November 1998, secured by land and warehouse building with a net book value of approximately $886,000	910	892	888
9.9375% mortgage note payable due in equal quarterly principal installments of $10,625 plus interest through April 2009, secured by land and office building with a net book value of approximately $802,000	574	531	521
9.5% note payable due 90 days following the successful launch and checkout of EchoStar III	-	-	500
Total long-term debt, excluding the 1994 Notes and 1996 Notes	38,226	62,762	60,132
Less current portion	(4,782)	(11,334)	(11,834)
Long-term debt, excluding current portion	$33,444	$ 51,428	$ 48,298

Future maturities of amounts outstanding under the Company's long-term debt facilities as of December 31, 1996 are summarized as follows (in thousands):

	1994 NOTES	1996 NOTES	DEFERRED SATELLITE CONTRACT PAYMENTS	MORTGAGE NOTES PAYABLE	TOTAL
YEAR ENDING DECEMBER 31,					
1997	$ -	$ -	$11,061	$ 273	$ 11,334
1998	-	-	12,009	1,141	13,150
1999	-	-	13,038	289	13,327
2000	-	-	14,156	309	14,465
2001	-	-	7,360	331	7,691
Thereafter	624,000	580,000	-	2,795	1,206,795
Unamortized discount	(186,873)	(193,835)	-	-	(380,708)
Total	$ 437,127	$ 386,165	$57,624	$5,138	$ 886,054

6. LONG-TERM DEBT (CONTINUED)

The following table summarizes the book and fair values of the Company's debt facilities at December 31, 1996 (dollars in thousands). Fair values for the Company's 1994 Notes and 1996 Notes are based on quoted market prices. The fair value of the Company's Deferred Satellite Contract Payments and mortgage notes payable are estimated using discounted cash flow analyses. The interest rates assumed in such discounted cash flow analyses reflect interest rates currently being offered for loans with similar terms to borrowers of similar credit quality.

	BOOK VALUE	FAIR VALUE
1994 Notes	$437,127	$ 526,282
1996 Notes	386,165	435,986
Deferred satellite contract payments	57,624	56,471
Mortgage notes payable	5,138	5,138
	$886,054	$1,023,877

DEFERRED SATELLITE CONTRACT PAYMENTS

The majority of the purchase price for the satellites is required to be paid in progress payments, with the remainder payable in the form of non-contingent payments which are deferred until after the respective satellites are in orbit (the "Deferred Payments"). Interest rates on the Deferred Payments range between 7.75% and 8.25% (to be determined 90 days prior to the launch of the each satellite) and payments are made over a period of five years after the delivery and launch of each such satellite. EchoStar utilized $36.0 million and $28.0 million of contractor financing for EchoStar I and EchoStar II, respectively. The Deferred Payments with respect to EchoStar I and EchoStar II are secured by substantially all assets of Dish, Ltd. and its subsidiaries (subject to certain restrictions) and a corporate guarantee of ECC. Contractor financing of $15.0 million also will be used for each of EchoStar III and EchoStar IV. EchoStar will issue a corporate guarantee with respect to the contractor financing for EchoStar III and EchoStar IV.

BANK CREDIT FACILITY

From May 1994 to May 1996, certain of EchoStar's subsidiaries maintained a revolving credit facility (the "Credit Facility") with a bank for the purposes of funding working capital advances and meeting letter of credit requirements associated with certain inventory purchases and satellite construction payments. The Credit Facility expired in May 1996. EchoStar currently does not intend to obtain a replacement credit facility.

7. INCOME TAXES

The components of the (provision for) benefit from income taxes are as follows (in thousands):

	YEARS ENDED DECEMBER 31,		
	1994	1995	1996
Current (provision) benefit:			
Federal	$(5,951)	$1,350	$ 4,586
State	(853)	(67)	(49)
Foreign	(925)	(301)	(209)
	(7,729)	982	4,328
Deferred benefit:			
Federal	6,342	4,383	47,902
State	988	380	2,463
	7,330	4,763	50,365
Total benefit (provision)	$ (399)	$5,745	$54,693

As of December 31, 1996, the Company had net operating loss carryforwards ("NOLs") for Federal income tax purposes of approximately $77.6 million. The NOLs expire beginning in year 2011. The use of the NOLs is subject to statutory and regulatory limitations regarding changes in ownership. SFAS No. 109 requires that the tax benefit of NOLs for financial reporting purposes be recorded as an asset and that deferred tax assets and liabilities are recorded for the estimated future tax

7. INCOME TAXES (CONTINUED)

effects of temporary differences between the tax basis of assets and liabilities and amounts reported in the consolidated balance sheets. To the extent that management assesses the realization of deferred tax assets to be less than "more likely than not," a valuation reserve is established.

The temporary differences which give rise to deferred tax assets and liabilities as of December 31, 1995 and 1996 are as follows (in thousands):

	DECEMBER 31,	
	1995	1996
Current deferred tax assets:		
Accrued royalties	$ -	$ 3,029
Inventory reserves and cost methods	834	1,811
Accrued expenses and other	257	1,582
Allowance for doubtful accounts	456	674
Reserve for warranty costs	385	284
Total current deferred tax assets	1,932	7,380
Current deferred tax liabilities:		
Unrealized holding gain on marketable investment securities	(153)	(6)
Subscriber acquisition costs	-	(19,937)
Total current deferred tax liabilities	(153)	(19,943)
Net current deferred tax assets (liabilities)	1,779	(12,563)
Noncurrent deferred tax assets:		
Net operating loss carryforwards	-	77,577
Amortization of original issue discount on 1994 and 1996 Notes	15,439	34,914
Other	7	3,458
Total noncurrent deferred tax assets	15,446	115,949
Noncurrent deferred tax liabilities:		
Capitalized costs deducted for tax	(2,351)	(17,683)
Depreciation	(986)	(18,927)
Total noncurrent deferred tax liabilities	(3,337)	(36,610)
Noncurrent net deferred tax assets	12,109	79,339
Net deferred tax assets	$13,888	$66,776

No valuation reserve has been provided for the above deferred tax assets because the Company currently believes it is more likely than not that these assets will be realized. If future operating results differ materially and adversely from the Company's current expectations, its judgment regarding the need for a valuation allowance may change.

The actual tax provisions for 1994, 1995 and 1996 are reconciled to the amounts computed by applying the statutory federal tax rate to income before taxes as follows (dollars in thousands):

	1994		1995		1996	
	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT
Statutory rate	$(166)	(34.0)%	$6,031	35.0%	$54,488	35.0%
State income taxes, net of federal benefit	(88)	(18.0)	203	1.2	2,864	1.8
Tax exempt interest income	60	12.3	10	0.1	-	-
Research and development credits	156	31.9	31	0.2	-	-
Non-deductible interest expense	(258)	(52.7)	(293)	(1.7)	(2,099)	(1.3)
Other	(103)	(21.1)	(237)	(1.5)	(560)	(0.4)
Total (provision for) benefit from income taxes	$(399)	(81.6)%	$5,745	33.3%	$54,693	35.1%

8. EMPLOYEE BENEFIT PLAN

The Company sponsors a 401(k) Employee Savings Plan (the "401(k) Plan") for eligible employees. Voluntary employee contributions to the 401(k) Plan may be matched 50% by the Company, subject to a maximum annual contribution by the Company of $1,000 per employee. The Company may also make an annual discretionary contribution to the plan with approval by the Company's Board of Directors, subject to the maximum deductible limit provided by the Internal Revenue Code of 1986, as amended. The Company's total cash contributions to the 401(k) Plan totaled $170,000, $177,000 and $226,000 during 1994, 1995 and 1996, respectively. Additionally, the Company contributed 55,000 shares of its Class A Common Stock in each of 1995 and 1996 (fair value of approximately $1.1 million and $935,000, respectively) to the 401(k) Plan as discretionary contributions.

9. STOCKHOLDERS' EQUITY

COMMON STOCK

The Class A, Class B and Class C Common Stock are equivalent in all respects except voting rights. Holders of Class A and Class C Common Stock are entitled to one vote per share and holders of Class B Common Stock are entitled to ten votes per share. Each share of Class B and Class C Common Stock is convertible, at the option of the holder, into one share of Class A Common Stock. Upon a change in control of ECC, each holder of outstanding shares of Class C Common Stock is entitled to ten votes for each share of Class C Common Stock held. ECC's principal stockholder owns all outstanding Class B Common Stock and all other stockholders own Class A Common Stock.

8% SERIES A CUMULATIVE PREFERRED STOCK

On May 6, 1994, the Company exchanged 1,616,681 shares of its 8% Series A Cumulative Preferred Stock with its principal stockholder in consideration for the cancellation of a note, plus accrued and unpaid interest thereon. Approximately 5%, or 80,834 shares, of the 8% Series A Cumulative Preferred Stock were subsequently transferred to another stockholder and officer of the Company.

Each share of the 8% Series A Cumulative Preferred Stock is convertible, at the option of the holder, into one share of Class A Common Stock, subject to adjustment from time to time upon the occurrence of certain events, including, among other things: (i) dividends or distributions on Class A Common Stock payable in Class A Common Stock or certain other capital stock; (ii) subdivisions, combinations or certain reclassifications of Class A Common Stock; and (iii) issuance of Class A Common Stock or rights, warrants or options to purchase Class A Common Stock at a price per share less than the liquidation preference per share. In the event of the liquidation, dissolution or winding up of EchoStar, the holders of 8% Series A Cumulative Preferred Stock would be entitled to receive an amount equal to approximately $11.38 per share as of December 31, 1996.

The aggregate liquidation preference for all outstanding shares of 8% Series A Cumulative Preferred Stock is limited to the principal amount represented by the note, plus accrued and unpaid dividends thereon. Each share of 8% Series A Cumulative Preferred Stock is entitled to receive dividends equal to eight percent per annum of the initial liquidation preference for such share. Each share of 8% Series A Cumulative Preferred Stock automatically converts into shares of Class A Common Stock in the event they are transferred to any person other than certain permitted transferees and is entitled to the equivalent of ten votes for each share of Class A Common Stock into which it is convertible. Except as otherwise required by law, holders of 8% Series A Cumulative Preferred Stock vote together with the holders of Class A and Class B Common Stock as a single class.

All accrued dividends payable to Mr. Ergen on his Dish, Ltd. 8% Series A Cumulative Preferred Stock through the date of the Exchange ($1.4 million), and all accrued dividends payable to the remaining holder of Dish, Ltd. 8% Series A Cumulative Preferred Stock through the date of the Merger ($107,000), will remain obligations of Dish, Ltd. (Note 1); however, no additional dividends will accrue with respect to the Dish, Ltd. 8% Series A Cumulative Preferred Stock. The 1994 Notes Indenture places significant restrictions on the payment of those dividends. As of December 31, 1996 and March 31, 1997, additional accrued dividends payable to Mr. Ergen by ECC on the ECC 8% Series A Cumulative Preferred Stock totaled $1.7 million and $2.0 million, respectively.

Cumulative but unpaid dividends totaled approximately $2.1 million, $3.3 million and $3.6 million at December 31, 1995 and 1996 and March 31, 1997 respectively, including amounts which remain the obligation of Dish, Ltd.

9. STOCKHOLDERS' EQUITY (CONTINUED)

WARRANTS

In conjunction with the 1994 Notes Offering, described in Note 6, the Company issued 3,744,000 Warrants for the purchase of Dish, Ltd. Class A Common Stock. Effective with the Merger (see Note 1), the Warrants became exercisable for 2,808,000 shares of ECC's Class A Common Stock. The Warrants were valued at $26.1 million.

Each Warrant entitles the registered holder thereof, at such holder's option, to purchase one share of ECC Class A Common Stock at a purchase price of $0.01 per share (the "Exercise Price"). The Exercise Price with respect to all of the Warrants was paid in advance and, therefore, no additional amounts are receivable by the Company upon exercise of the Warrants. As of December 31, 1996, Warrants to purchase approximately 2,000 shares of the Company's Class A Common Stock (as adjusted for the Exchange Ratio) remain outstanding.

10. STOCK COMPENSATION PLANS

The Company has two stock-based compensation plans, which are described below. The Company has elected to follow Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," ("APB 25") and related interpretations in accounting for its stock-based compensation plans. Under APB 25, because the exercise price of the Company's employees stock options is equal to the market price of the underlying stock on the date of the grant, no compensation expense is recognized. In October 1995, the Financial Accounting Standards Board issued SFAS No. 123, "Accounting and Disclosure of Stock-Based Compensation," ("SFAS No. 123") which established an alternative method of expense recognition for stock-based compensation awards to employees based on fair values. The Company elected to not adopt SFAS No. 123 for expense recognition purposes.

Pro forma information regarding net income and earnings per share is required by SFAS No. 123 and has been determined as if the Company had accounted for its stock-based compensation plans using the fair value method prescribed by that statement. The fair value for these options was estimated at the date of grant using a Black-Scholes option pricing model with the following weighted-average assumptions for 1995 and 1996, respectively: risk-free interest rate of 6.12% and 6.80% for 1995 and 1996, respectively; dividend yields of 0.0% during each period; volatility factors of the expected market price of the Company's Class A Common Stock of 62%, and a weighted-average expected life of the options of six years.

For purposes of pro forma disclosures, the estimated fair value of the options is amortized to expense over the options' vesting period. All options are initially assumed to vest. Compensation previously recognized is reversed to the extent applicable to forfeitures of unvested options. The Company's pro forma net loss attributable to common shares and pro forma loss per common and common equivalent share were as follows:

	DECEMBER 31,	
	1995	1996
Net loss attributable to common shares.	$(13,079)	$(103,120)
Loss per common and common equivalent share . . .	$(0.37)	$(2.54)

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of its stock-based compensation awards.

In April 1994, the Company adopted a stock incentive plan (the "Stock Incentive Plan") to provide incentive to attract and retain officers, directors and key employees. ECC assumed all outstanding options for the purchase of Dish, Ltd. common stock effective with the Exchange and Merger and has reserved up to 10 million shares of its Class A Common Stock for granting awards under the Stock Incentive Plan. Awards available under the Stock Incentive Plan include: (i) common stock purchase options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; (iv) performance awards; (v) dividend

10. STOCK COMPENSATION PLANS (CONTINUED)

equivalents; and (vi) other stock-based awards. All options granted through December 31, 1996 have included exercise prices not less than the fair market value of the Shares at the date of grant and vest as determined by the Company's Board of Directors, generally at the rate of 20% per year.

A summary of the Company's incentive stock option activity for the years ended December 31, 1995 and 1996 and the three-month period ended March 31, 1997 is as follows:

	1995		1996		1997	
	OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE	OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE	OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE
					(UNAUDITED)	
Options outstanding at beginning of year	744,872	$ 9.33	1,117,133	$12.23	1,025,273	$14.27
Granted	419,772	17.13	138,790	27.02	552,225	17.09
Exercised	(4,284)	9.33	(103,766)	10.24	(16,871)	9.86
Forfeited	(43,227)	10.55	(126,884)	13.27	(91,977)	14.06
Options outstanding at end of year	1,117,133	$12.23	1,025,273	$14.27	1,468,650	$15.42
Exercisable at end of year	142,474	$ 9.33	258,368	$11.31	248,405	$11.46
Weighted-average fair value of options granted		$ 9.86		$16.96		

Exercise prices for options outstanding as of December 31, 1996 are as follows:

	OPTIONS OUTSTANDING			OPTIONS EXERCISABLE	
RANGE OF EXERCISE PRICES	NUMBER OUTSTANDING AS OF DECEMBER 31, 1996	WEIGHTED-AVERAGE REMAINING CONTRACTUAL LIFE	WEIGHTED-AVERAGE EXERCISE PRICE	NUMBER EXERCISABLE AS OF DECEMBER 31, 1996	WEIGHTED-AVERAGE EXERCISE PRICE
$ 9.333-$11.870	607,462	5.50	$ 9.48	203,757	$ 9.41
17.000- 20.250	279,021	6.71	18.48	54,611	18.51
26.690- 29.360	138,790	7.58	27.02	-	-
$ 9.333-$29.360	1,025,273	6.11	$14.27	258,368	$11.31

In March 1994, the Company entered into an employment agreement with one of its executive officers. The officer was granted an option, containing certain conditions to vesting, to purchase 322,208 shares of Class A Common Stock of the Company for $1.0 million at any time prior to December 31, 1999, subject to certain limitations. One-half of this option became exercisable on December 31, 1994 and the remainder became exercisable on December 31, 1995. The option was not granted pursuant to the Stock Incentive Plan. During 1996, this option was fully exercised.

Effective March 1995, the Company granted an additional option to a key employee to purchase 33,000 shares of EchoStar's Class A Common Stock, which vests 50% in March 1996 and 50% in March 1997. The exercise price for each share of Class A Common Stock is $11.87 per share. The option was not granted pursuant to the Stock Incentive Plan. In December 1996, the vested portion of this option was exercised and the unvested portion of the option was canceled.

11. OTHER COMMITMENTS AND CONTINGENCIES

SATELLITE CONTRACTS

EchoStar has contracted with Martin for the construction and delivery of high powered DBS satellites and for related services. Martin constructed both EchoStar I and EchoStar II and is in the construction phase on EchoStar III and EchoStar IV. The construction contract for EchoStar III includes a per diem penalty of $3,333, to a maximum of $100,000, if EchoStar III is not delivered by July 31, 1997. Beginning September 1, 1997, additional delays in the delivery of EchoStar III would result in additional per diem penalties of $33,333, up to a maximum of $5.0 million in the aggregate. The contract for EchoStar IV includes a per diem penalty of $50,000, to a maximum of $5.0 million in the aggregate, if EchoStar IV is not delivered by February 15, 1998. The contract also contains a provision whereby Martin is entitled to an early delivery incentive payment of $50,000 for each day before February 15, 1998 the satellite is delivered to the launch site of Baikonur, Kazakhstan, up to a maximum of $5.0 million in the aggregate.

EchoStar has entered into a contract for launch services with Lockheed Martin Commercial Launch Services, Inc. ("Lockheed") for the launch of EchoStar III from Cape Canaveral Air Station, Florida during the fall of 1997, subject to delay or acceleration in certain circumstances (the "Lockheed Contract"). The Lockheed Contract provides for launch of the satellite utilizing an Atlas IIAS launch vehicle. EchoStar has made an initial payment to Lockheed of $5.0 million and the remaining price is payable in installments in accordance with the payment schedule set forth in the Lockheed Contract, which requires that substantially all payments be made to Lockheed prior to the launch.

EchoStar has contracted with Lockheed-Khrunichev-Energia-International, Inc. ("LKE") for the launch of EchoStar IV in the first quarter of 1998 from the Baikonur Cosmodrome in the Republic of Kazakhstan, a territory of the former Soviet Union, utilizing a Proton launch vehicle (the "LKE Contract"). Either party may request a delay in the launch period, subject to the payment of penalties based on the length of the delay and the proximity of the request to the launch date. EchoStar has paid LKE $20.0 million pursuant to the LKE Contract. Additional payments to LKE are required in 1997.

In addition to the commitments described above, during the remainder of 1997, EchoStar expects to expend: (i) approximately $12.9 million for contractor financing on EchoStar I, EchoStar II, and EchoStar III; (ii) approximately $99.7 million in connection with the launch and insurance of EchoStar III and EchoStar IV; and (iii) approximately $34.0 million for construction of EchoStar III and EchoStar IV. Funds for these expenditures are expected to come from the 1996 Notes Escrow Account, the proceeds of the 1997 Offering, and available cash and marketable investment securities. Beyond 1997, EchoStar will expend approximately $88.6 million to repay contractor financing debt related to EchoStar I, EchoStar II, EchoStar III, and EchoStar IV. Additionally, EchoStar has committed to expend approximately an additional $69.7 million to construct and launch EchoStar IV in 1998. The construction contracts with Martin for the construction of EchoStar III and EchoStar IV contain substantial termination penalties. The 1997 Offering is expected to provide financing sufficient to fund the Company's commitments for at least the next 12 months. In order to continue to build, launch and support EchoStar III and EchoStar IV beyond the second quarter of 1998, EchoStar may need additional capital. There can be no assurance that additional capital will be available, or, if available, that it will be available on terms acceptable to EchoStar.

The Company has filed applications with the Federal Communications Commission ("FCC") for authorization to construct, launch and operate a domestic fixed satellite service system ("FSS System") and a two satellite Ka-band satellite system. No assurances can be given that the Company's applications will be approved by the FCC or that, if approved, the Company will successfully develop the FSS System or the Ka-band satellite system. The Company believes that establishment of the FSS System or the Ka-band satellite system would enhance its competitive position in the DTH industry. In the event the Company's FSS or Ka-band satellite system applications are approved by the FCC, additional debt or equity financing would be required. Financing alternatives related to the FSS and Ka-band satellite systems are currently being pursued by the Company. No assurances can be given that financing will be available, or that it will be available on terms acceptable to the Company.

11. OTHER COMMITMENTS AND CONTINGENCIES (CONTINUED)

LEASES

Future minimum lease payments under noncancelable operating leases as of December 31, 1996, are as follows (in thousands):

YEAR ENDING DECEMBER 31,	
1997	$ 869
1998	492
1999	180
2000	21
2001	2
Thereafter	-
Total minimum lease payments	$1,564

Rental expense for operating leases aggregated $1.4 million, $1.2 million, and $950,000 during the years ended December 31, 1994, 1995 and 1996, respectively.

PURCHASE COMMITMENTS

The Company has entered into agreements with various manufacturers to purchase DBS satellite receivers and related components manufactured to its specifications. As of March 31, 1997, the remaining commitments total approximately $133.0 million and the total of all outstanding purchase order commitments with domestic and foreign suppliers was $136.2 million. All of the purchases related to these commitments are expected to be made during 1997. The Company expects to finance these purchases from available cash, the proceeds of the 1997 Offering, and cash flows generated from sales of DISH NetworkSM programming and related DBS inventory.

OTHER RISKS AND CONTINGENCIES

The Company is subject to various legal proceedings and claims which arise in the ordinary course of its business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect the financial position or results of operations of the Company.

12. SUMMARY FINANCIAL INFORMATION FOR SUBSIDIARY GUARANTORS

The 1994 Notes are fully, unconditionally and jointly and severally guaranteed by all subsidiaries of Dish, Ltd., (collectively, the "1994 Notes Guarantors") except certain de minimis domestic and foreign subsidiaries.

The 1996 Notes are initially guaranteed by ECC on a subordinated basis. On and after the Dish Guarantee Date (as defined in the 1996 Notes Indenture), the 1996 Notes will be guaranteed by Dish, Ltd., which guarantee will rank PARI PASSU with all senior unsecured indebtedness of Dish, Ltd. From January 7, 1997, the date upon which the DBSC Merger was consummated, the 1996 Notes are guaranteed by New DBSC, which guarantee will rank PARI PASSU with all senior unsecured indebtedness of New DBSC.

12. SUMMARY FINANCIAL INFORMATION FOR SUBSIDIARY GUARANTORS (CONTINUED)

The consolidated net assets of Dish, Ltd., including the non-guarantors, exceeded the consolidated net assets of the 1994 Notes Guarantors by approximately $277,000 and $166,000 as of December 31, 1995 and 1996, respectively, and by approximately $103,000 as of March 31, 1997. Summarized consolidated financial information for Dish, Ltd. and the subsidiary guarantors is as follows (in thousands):

	YEARS ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
STATEMENT OF OPERATIONS DATA:					
Revenue	$187,044	$163,228	$ 209,731	$41,026	$ 71,462
Expenses	174,164	171,646	318,437	49,934	114,766
Operating income (loss)	12,880	(8,418)	(108,706)	(8,908)	(43,304)
Other income (expense)	(12,707)	(9,911)	(32,349)	(3,234)	(14,925)
Net income (loss) before income taxes	173	(18,329)	(141,055)	(12,142)	(58,229)
(Provision for) benefit from income taxes	(433)	6,182	51,890	4,852	(19)
Net income (loss)	$ (260)	$(12,147)	$ (89,165)	$(7,290)	$(58,248)

	DECEMBER 31,		MARCH 31,
	1995	1996	1997
			(UNAUDITED)
BALANCE SHEET DATA:			
Current assets	$ 81,959	$198,981	$190,105
Property and equipment, net	333,160	499,989	499,039
Other noncurrent assets	143,866	131,995	134,685
Total assets	$558,985	$830,965	$823,829
Current liabilities	$ 50,710	$197,081	$231,338
Long-term liabilities	415,662	630,421	647,277
Stockholder's equity	92,613	3,463	(54,786)
Total liabilities and stockholder's equity	$558,985	$830,965	$823,829

Upon consummation of the merger with DirectSat, DirectSat became, by virtue of the merger, a guarantor of the 1994 Notes on a full, unconditional and joint and several basis, in addition to the guarantees of the previous subsidiaries.

13. OPERATIONS IN GEOGRAPHIC AREAS (CONTINUED)

The Company sells its products on a worldwide basis and has established operations in Europe and the Pacific Rim. Information about the Company's operations in different geographic areas is as follows (in thousands):

	UNITED STATES	EUROPE	OTHER INTERNATIONAL	TOTAL
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1994:				
Total revenue	$ 137,233	$24,072	$29,678	$ 190,983
Export sales	$ 7,188			
Operating income	$ 10,811	$ 1,244	$ 1,161	$ 13,216
Other income (expense), net				(12,727)
Net income before income taxes				$ 489
Identifiable assets	$ 77,172	$ 6,397	$ 2,359	$ 85,928
Corporate assets				386,564
Total assets				$ 472,492
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1995:				
Total revenue	$ 110,629	$31,351	$21,910	$ 163,890
Export sales	$ 6,317			
Operating income (loss)	$ (7,860)	$ 146	$ (257)	$ (7,971)
Other income (expense), net				(9,260)
Loss before income taxes				$ (17,231)
Identifiable assets	$ 63,136	$10,088	$ 3,788	$ 77,012
Corporate assets				546,079
Total assets				$ 623,091
AS OF AND FOR THE YEAR ENDED DECEMBER 1996:				
Total revenue	$ 173,919	$26,984	$10,508	$ 211,411
Export sales	$ 1,536			
Operating loss	$(107,175)	$(1,274)	$ (896)	$ (109,345)
Other income (expense), net				(46,334)
Loss before income taxes				$ (155,679)
Identifiable assets	$ 836,596	$ 5,795	$ 1,871	$ 844,262
Corporate assets				297,118
Total assets				$1,141,380

14. VALUATION AND QUALIFYING ACCOUNTS

The Company's valuation and qualifying accounts as of December 31, 1994, 1995 and 1996 are as follows (in thousands):

	BALANCE AT BEGINNING OF YEAR	CHARGED TO COSTS AND EXPENSES	DEDUCTIONS	BALANCE AT END OF YEAR
YEAR ENDED DECEMBER 31, 1994:				
Assets:				
Allowance for doubtful accounts.	$ 346	$ 8	$ (168)	$ 186
Loan loss reserve.	50	75	(30)	95
Reserve for inventory.	1,403	329	(147)	1,585
Liabilities:				
Reserve for warranty costs	1,350	508	(458)	1,400
Other reserves	93	-	-	93
YEAR ENDED DECEMBER 31, 1995:				
Assets:				
Allowance for doubtful accounts.	$ 186	$1,160	$ (240)	$1,106
Loan loss reserve.	95	19	(36)	78
Reserve for inventory.	1,585	1,511	(299)	2,797
Liabilities:				
Reserve for warranty costs	1,400	562	(949)	1,013
Other reserves	93	-	(1)	92
YEAR ENDED DECEMBER 31, 1996:				
Assets:				
Allowance for doubtful accounts.	$1,106	$2,340	$(1,952)	$1,494
Loan loss reserve.	78	660	(94)	644
Reserve for inventory.	2,797	4,304	(1,438)	5,663
Liabilities:				
Reserve for warranty costs	1,013	(250)	-	763
Other reserves	92	(92)	-	-

15. QUARTERLY FINANCIAL DATA (UNAUDITED)

The Company's quarterly results of operations are summarized as follows (in thousands):

	THREE MONTHS ENDED			
	MARCH 31	JUNE 30	SEPTEMBER 30	DECEMBER 31
YEAR ENDED DECEMBER 31, 1995:				
Total revenue	$ 40,413	$ 39,252	$ 43,606	$ 40,619
Operating income (loss)	(698)	768	341	(8,438)
Net loss.	(2,240)	(1,787)	(360)	(7,099)
Loss per common and common equivalent share	$ (0.08)	$ (0.06)	$ (0.02)	$ (0.20)
YEAR ENDED DECEMBER 31, 1996:				
TOTAL REVENUE	$ 41,467	$ 73,524	$ 42,402	$ 54,018
Operating loss.	(8,629)	(14,057)	(26,898)	(59,761)
Net loss.	(7,221)	(22,554)	(26,518)	(44,693)
Loss per common and common equivalent share	$ (0.19)	$ (0.57)	$ (0.66)	$ (1.10)

In the fourth quarter of 1995 and each quarter in 1996, the Company incurred operating and net losses principally as a result of expenses incurred related to development of the EchoStar DBS System.

16. PARENT COMPANY ONLY FINANCIAL INFORMATION

The following financial information reflects the parent company only condensed statements of operations data, condensed balance sheet data, and condensed cash flows data for ECC, reflecting the assumed consummation of the Exchange and Merger retroactive to January 1, 1993. The Exchange and Merger described in Note 1 was accounted for as a reorganization of entities under common control.

	YEARS ENDED DECEMBER 31,		
	1994	1995	1996
	(IN THOUSANDS, EXCEPT PER SHARE DATA)		
STATEMENT OF OPERATIONS DATA:			
Equity in earnings (losses) of subsidiaries.	$ 90	$(12,361)	$(100,853)
Other income	-	1,321	1,117
Net income (loss) before income taxes.	90	(11,040)	(99,736)
Provision for income taxes	-	(446)	(1,250)
Net income (loss).	$ 90	$(11,486)	$(100,986)
Loss attributable to common shares	$ (849)	$(12,690)	$(102,190)
Weighted-average common shares outstanding	32,442	35,562	40,548
Loss per common and common equivalent share.	$ (0.03)	$ (0.36)	$ (2.52)

16. PARENT COMPANY ONLY FINANCIAL INFORMATION (CONTINUED)

	DECEMBER 31,	
	1995	1996
	(IN THOUSANDS)	
BALANCE SHEET DATA:		
Current assets:		
Cash and cash equivalents	$ 7,802	$ 814
Marketable investment securities	15,460	-
Advances to affiliates, net	19,545	-
Other current assets	191	1,349
Total current assets	42,998	2,163
Investments in subsidiaries:		
Restricted	92,613	-
Unrestricted	280	-
Total investments in subsidiaries	92,893	-
Other noncurrent assets	21,111	70,054
Total assets	$157,002	$ 72,217
Current liabilities	$ 316	$ 1,304
Advances from affiliates, net	-	2,910
Investments in subsidiaries:		
Restricted	-	6,731
Unrestricted	-	75
Total liabilities and investments in subsidiaries	316	11,020
Stockholders' equity:		
Preferred Stock, 20,000,000 shares authorized, 1,616,681 shares of 8% Series A Cumulative Preferred Stock issued and outstanding, including accrued dividends of $2,143,000 and $3,347,000, respectively	17,195	18,399
Class A Common Stock, $.01 par value, 200,000,000 shares authorized, 10,535,003 and 11,115,582 shares issued and outstanding, respectively	105	111
Class B Common Stock, $.01 par value, 100,000,000 shares authorized, 29,804,401, shares issued and outstanding	298	298
Class C Common Stock, $.01 par value, 100,000,000 shares authorized, none outstanding	-	-
Common Stock Warrants	714	16
Additional paid-in capital	151,674	158,113
Unrealized holding gain (loss) on available-for-sale securities, net	239	(11)
Accumulated deficit	(13,539)	(115,729)
Total stockholders' equity	156,686	61,197
Total liabilities and stockholders' equity	$157,002	$ 72,217

16. PARENT COMPANY ONLY FINANCIAL INFORMATION (CONTINUED)

	YEARS ENDED DECEMBER 31,		
	1994	1995	1996
CASH FLOWS DATA:			
Cash flows from operating activities:			
Net income (loss)	$ 90	$(11,486)	$(100,986)
Adjustments:			
Equity in (earnings) losses of subsidiaries	(90)	12,361	100,853
Provision for deferred taxes.	-	-	56
Changes in:			
Other current assets.	-	(191)	1,158
Current liabilities	-	316	988
Net cash flows provided by operating activities.	-	1,000	2,069
Cash flows from investing activities:			
Advances (to) from affiliates.	-	(19,545)	22,167
(Purchases) sales of marketable investment securities, net	-	(15,475)	15,460
Increase in noncurrent assets.	-	(21,111)	(48,943)
Net cash flows used by investing activities.	-	(56,131)	(11,316)
Cash flows from financing activities:			
Stock options exercised.	-	-	2,259
Net proceeds from IPO.	-	62,933	-
Net cash flows provided by financing activities.	-	62,933	2,259
Net increase (decrease) in cash and cash equivalents	-	7,802	(6,988)
Cash and cash equivalents, beginning of year	-	-	7,802
Cash and cash equivalents, end of year	$ -	$ 7,802	$ 814

NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THIS OFFERING OTHER THAN THOSE CONTAINED IN THIS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ECHOSTAR, THE ISSUER OR THE INITIAL PURCHASERS. THIS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF ECHOSTAR OR THE ISSUER SINCE THE DATE HEREOF OR THAT INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

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PROSPECTUS

$375,000,000

ECHOSTAR DBS
CORPORATION

OFFER TO EXCHANGE $1,000 PRINCIPAL AMOUNT OF ITS
12 1/2% SENIOR SECURED NOTES DUE 2002 WHICH HAVE BEEN
REGISTERED UNDER THE SECURITIES ACT FOR EACH $1,000
PRINCIPAL AMOUNT OF ITS OUTSTANDING 12 1/2% SENIOR
SECURED NOTES DUE 2002.

THE EXCHANGE AGENT FOR THE EXCHANGE OFFER IS:

FIRST TRUST NATIONAL ASSOCIATION

BY FACSIMILE:
(612) 244-1537
CONFIRMATION BY TELEPHONE:
(612) 244-1197
BY MAIL/HAND DELIVERY/OVERNIGHT DELIVERY:

FIRST TRUST NATIONAL ASSOCIATION
180 EAST FIFTH STREET
ST. PAUL, MINNESOTA 55101
ATTN: PHYLLIS MEATH
SPECIALIZED FINANCE GROUP

, 1997

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Chapter 78.751(1) of the Nevada Revised Statutes allows EchoStar to indemnify any person made or threatened to be made a party to any action (except an action by or in the right of EchoStar, a "derivative action"), by reason of the fact that he is or was a director, officer, employee or agent of EchoStar, or is or was serving at the request of EchoStar as a director, officer, employee or agent of another corporation, against expenses including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonable incurred by him in connection with the action, suit or proceeding if he acted in a good faith manner which he reasonably believed to be in or not opposed to the best interests of EchoStar, and, with respect to any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful. Under Chapter 78.751(2), a similar standard of care applies to derivative actions, except that indemnification is limited solely to expenses (including attorneys' fees) incurred in connection with the defense or settlement of the actin and court approval of the indemnification is required where the person seeking indemnification has been found liable to EchoStar. In addition, Chapter 78.751(5) allows EchoStar to advance payment of indemnifiable expenses prior to final disposition of the proceeding in question. Decisions as to the payment of indemnification are made by a majority of the Board of Directors at a meeting at which a quorum of disinterested directors is present, or by written opinion of special legal counsel, or by the stockholders.

Provisions relating to liability and indemnification of officers and directors of EchoStar for acts by such officers and directors are contained in Article IX of the Amended and Restated Articles of Incorporation of EchoStar, Exhibit 3.1(a) hereto and Article IX of EchoStar's Bylaws, Exhibit 3.2(a) hereto, which are incorporated herein by reference. These provisions state, among other things, that, consistent with and to the extent allowable under Nevada law, and upon the decision of a disinterested majority of EchoStar's Board of Directors, or a written opinion of outside legal counsel, or EchoStar's stockholders: (1) EchoStar shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (other than an action by or in the right of EchoStar) by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of EchoStar, or is or was serving at the request of EchoStar as a director, officer, employee, fiduciary of agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he conducted himself in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of EchoStar, and, with respect t any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; and (2) EchoStar shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of EchoStar to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of EchoStar, or is or was serving at the request of EchoStar as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of EchoStar and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to EchoStar unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

EXHIBIT NO.	DESCRIPTION
2.1*	Amended and Restated Agreement for Exchange of Stock and Merger, dated as of May 31, 1995, by and among EchoStar Communications Corporation, a Nevada corporation formed in April 1995 ("EchoStar"), Charles W. Ergen and Dish, Ltd. (formerly EchoStar Communications Corporation, a Nevada corporation formed in December 1993) ("Dish") (incorporated by reference to Exhibit 2.2 to the Registration Statement on Form S-1 of EchoStar, Registration No. 33-91276).
2.2*	Plan and Agreement of Merger made as of December 21, 1995 by and among EchoStar, Direct Broadcasting Satellite Corporation, a Colorado Corporation ("MergerCo") and Direct Broadcasting Satellite Corporation, a Delaware Corporation ("DBSC") (incorporated by reference to Exhibit 2.3 to the Registration Statement on Form S-4 of EchoStar, Registration No. 333-03584).
2.3*	Merger Trigger Agreement entered into as of December 21, 1995 by and among EchoStar, MergerCo and DBSC (incorporated by reference to Exhibit 2.4 to the Registration Statement on Form S-4 of EchoStar, Registration No. 333-03584).
3.1(a)*	Amended and Restated Articles of Incorporation of EchoStar (incorporated by reference to Exhibit 3.1(a) to the Registration Statement on Form S-1 of EchoStar, Registration No. 33-91276).
3.1(b)*	Bylaws of EchoStar (incorporated by reference to Exhibit 3.1(b) to the Registration Statement on Form S-1 of EchoStar, Registration No. 33-91276).
3.2(a)*	Articles of Incorporation of EchoStar Satellite Broadcasting Corporation (formerly EchoStar Bridge Corporation, a Colorado corporation) ("ESBC") (incorporated by reference to Exhibit 3.1(e) to the Registration Statement on Form S-1 of ESBC, Registration No. 333-3980).
3.2(b)*	Bylaws of ESBC (incorporated by reference to Exhibit 3.1(f) to the Registration Statement on Form S-1 of ESBC, Registration No. 333-3980).
3.3(a)*	Amended and Restated Articles of Incorporation of Dish (incorporated by reference to Exhibit 3.1(a) to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).
3.3(b)*	Bylaws of Dish (incorporated by reference to Exhibit 3.1(b) to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).
3.4(a)	Articles of Incorporation of EchoStar DBS Corporation, a Colorado corporation ("EDBS").
3.4(b)	Bylaws of EDBS.
4.1*	Indenture of Trust between Dish and First Trust National Association ("First Trust"), as Trustee (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).
4.2*	Warrant Agreement between EchoStar and First Trust, as Warrant Agent (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).
4.3*	Security Agreement in favor of First Trust, as Trustee under the Indenture filed as Exhibit 4.1 hereto (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).
4.4*	Escrow and Disbursement Agreement between Dish and First Trust (incorporated by reference to Exhibit 4.4 to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).

4.5* Pledge Agreement in favor of First Trust, as Trustee under the Indenture filed as Exhibit 4.1 hereto (incorporated by reference to Exhibit 4.5 to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).

4.6* Intercreditor Agreement among First Trust, Continental Bank, N.A. and Martin Marietta Corporation ("Martin Marietta") (incorporated by reference to Exhibit 4.6 to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).

4.7* Series A Preferred Stock Certificate of Designation of EchoStar (incorporated by reference to Exhibit 4.7 to the Registration Statement on Form S-1 of EchoStar, Registration No. 33-91276).

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* Incorporated by reference.

** Constitutes a management contract or compensatory plan or arrangement.

ITEM 22. UNDERTAKINGS

(a) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director ,officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(b) The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the Prospectus pursuant to items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporating documents by first class mail or other equally prompt means. This includes information contained in the documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(c) The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective

SIGNATURES

Pursuant to the requirements of Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Englewood, State of Colorado, as of July 23, 1997

ECHOSTAR DBS CORPORATION

By: /s/STEVEN B. SCHAVER

Steven B. Schaver
Chief Operating Officer and Chief Financial Officer

Date: July 23, 1997

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and as of the dates indicated:

SIGNATURE	TITLE	DATE
*	Chief Executive Officer and Director (PRINCIPAL EXECUTIVE OFFICER)	July 23, 1997
Charles W. Ergen		
/s/ STEVEN B. SCHAVER	Chief Operating Officer and Chief Financial Officer	July 23, 1997
Steven B. Schaver	(PRINCIPAL FINANCIAL OFFICER)	
/s/JOHN R. HAGER	Treasurer and Controller (PRINCIPAL ACCOUNTING OFFICER)	July 23, 1997
John R. Hager		
*	Director	July 23, 1997
James DeFranco		
*	Director	July 23, 1997
David K. Moskowitz		

* By: /s/ STEVEN B. SCHAVER

Steven B. Schaver
Attorney-in-Fact

SIGNATURES

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ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ STEVEN B. SCHAVER

Steven B. Schaver
Chief Operating Officer and Chief Financial Officer

Date: July 23, 1997

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/s/ STEVEN B. SCHAVER	Chief Operating Officer and Chief Financial Officer	July 23, 1997
Steven B. Schaver	(PRINCIPAL FINANCIAL OFFICER)	
/s/JOHN R. HAGER	Treasurer and Controller (PRINCIPAL ACCOUNTING OFFICER)	July 23, 1997
John R. Hager		
*	Director	July 23, 1997
James DeFranco		
*	Director	July 23, 1997
R. Scott Zimmer		
*	Director	July 23, 1997
Alan M. Angelich		
*	Director	July 23, 1997
Raymond L. Friedlob		

* By: /s/ STEVEN B. SCHAVER

Steven B. Schaver
Attorney-in-Fact

INDEX TO EXHIBITS

EXHIBIT NO.	DESCRIPTION
2.1*	Amended and Restated Agreement for Exchange of Stock and Merger, dated as of May 31, 1995, by and among EchoStar Communications Corporation, a Nevada corporation formed in April 1995 ("EchoStar"), Charles W. Ergen and Dish, Ltd. (formerly EchoStar Communications Corporation, a Nevada corporation formed in December 1993) ("Dish") (incorporated by reference to Exhibit 2.2 to the Registration Statement on Form S-1 of EchoStar, Registration No. 33-91276).
2.2*	Plan and Agreement of Merger made as of December 21, 1995 by and among EchoStar, Direct Broadcasting Satellite Corporation, a Colorado Corporation ("MergerCo") and Direct Broadcasting Satellite Corporation, a Delaware Corporation ("DBSC") (incorporated by reference to Exhibit 2.3 to the Registration Statement on Form S-4 of EchoStar, Registration No. 333-03584).
2.3*	Merger Trigger Agreement entered into as of December 21, 1995 by and among EchoStar, MergerCo and DBSC (incorporated by reference to Exhibit 2.4 to the Registration Statement on Form S-4 of EchoStar, Registration No. 333-03584).
3.1(a)*	Amended and Restated Articles of Incorporation of EchoStar (incorporated by reference to Exhibit 3.1(a) to the Registration Statement on Form S-1 of EchoStar, Registration No. 33-91276).
3.1(b)*	Bylaws of EchoStar (incorporated by reference to Exhibit 3.1(b) to the Registration Statement on Form S-1 of EchoStar, Registration No. 33-91276).
3.2(a)*	Articles of Incorporation of EchoStar Satellite Broadcasting Corporation (formerly EchoStar Bridge Corporation, a Colorado corporation) ("ESBC") (incorporated by reference to Exhibit 3.1(e) to the Registration Statement on Form S-1 of ESBC, Registration No. 333-3980).
3.2(b)*	Bylaws of ESBC (incorporated by reference to Exhibit 3.1(f) to the Registration Statement on Form S-1 of ESBC, Registration No. 333-3980).
3.3(a)*	Amended and Restated Articles of Incorporation of Dish (incorporated by reference to Exhibit 3.1(a) to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).
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3.4(b)	Bylaws of EDBS.
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4.2*	Warrant Agreement between EchoStar and First Trust, as Warrant Agent (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-1 of Dish, Registration No. 33-76450).
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** Constitutes a management contract or compensatory plan or arrangement.

ARTICLES OF INCORPORATION
OF
ECHOSTAR DBS CORPORATION

* * * * *

FIRST. The name of the corporation is EchoStar DBS Corporation.

SECOND. Its registered office in the State of Colorado is located at 303 E. 17th Avenue, Suite 1100, Denver, Colorado 80203-1264. The name of its resident agent at that address is Gregory S. Brown.

THIRD. Its initial principal office in the state of Colorado is located at 90 Inverness Circle East, Englewood, Colorado 80112.

FOURTH. The corporation shall have perpetual existence.

FIFTH. The number and class and/or series of shares the corporation is authorized to issue is as follows:

Number of Authorized Shares	Class or Series	Par Value
1,000	Common	$0.01

The board of directors is hereby authorized to prescribe by resolution the preferences, limitations, and relative rights of each of the above class or series of stock.

SIXTH. At all meetings of shareholders, a majority of the shares entitled to vote at such meeting represented in person or by proxy, shall constitute a quorum. At any meeting at which a quorum is present, the affirmative vote of a majority of the shares represented at such meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number is required by the laws of Colorado.

SEVENTH. No shareholder of the corporation shall have any preemptive or other right to subscribe for or otherwise acquire any additional unissued or treasury shares of stock, or other securities of any class, or rights, warrants or options to purchase stock or scrip, or securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

EIGHT. The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the bylaws of this corporation.

The name and addresses of the first board of directors, which shall be three (3) in number, are as follows:

NAME	ADDRESS
Charles W. Ergen	90 Inverness Circle East Englewood, CO 80112
James DeFranco	90 Inverness Circle East Englewood, CO 80112
David K. Moskowitz	90 Inverness Circle East Englewood, CO 80112

NINTH. To the fullest extent permitted by the laws of Colorado, as the same exist or may hereafter be amended, a director of the corporation shall not personally be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this Article by the shareholders of the corporation shall be prospective only and shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

TENTH. The name and address of the sole incorporator signing the articles of incorporation is as follows:

NAME	ADDRESS
Gregory S. Brown	303 East 17th Avenue Suite 1100 Denver, Colorado 80203-1264

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the state of Colorado, do make and file these articles of incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this 16th day of January, 1996.

/s/ Gregory S. Brown

Gregory S. Brown
Incorporator

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 16th day of January, 1996, before me, a Notary Public, personally appeared Gregory S. Brown, and who acknowledged that he executed the above instrument.

(S E A L)

/s/ LINDA A. KEY

My Commission expires: 8/18/98

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT

BY RESIDENT AGENT

Gregory S. Brown hereby accepts the appointment as Resident Agent of the above named corporation.

Date: 1/16/96

/s/ Gregory S. Brown

Resident Agent

BYLAWS

OF

ECHOSTAR DBS CORPORATION

ARTICLE I
OFFICES

1.1 PRINCIPAL OFFICE. The principal offices of the Corporation shall initially be at 90 Inverness Circle East, Englewood, Colorado 80122, but the Corporation may, in the discretion of the board of directors, maintain offices wherever the business of the Corporation may require.

1.2 REGISTERED OFFICE AND AGENT. The Corporation shall continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the original Articles of Incorporation for the Corporation. The Corporation may change its registered office, its registered agent, or both, upon filing a statement as specified by law in the office of the Secretary of State of Colorado.

ARTICLE II
SHAREHOLDERS

2.1 TIME AND PLACE. Any meeting of the shareholders may be held at such time and place, within or outside the State of Colorado, as may be fixed by the board of directors or as shall be specified in the notice or waiver of notice of the meeting. If the place for a meeting is not fixed by the board of directors, such meeting shall be held at the Corporation's principal office.

2.2 ANNUAL SHAREHOLDERS' MEETING. The annual shareholders' meeting shall be held on the date and at the time and place fixed from time to time by the board of directors; provided, however, that the first annual meeting shall be held on a date that is within six months after the close of the first fiscal year of the Corporation, and each successive annual meeting shall be held on a date that is within the earlier of six months after the close of the year or fifteen months after the last annual meeting.

2.3 SPECIAL SHAREHOLDERS' MEETING. A special shareholders meeting for any purpose or purposes, may be called by the board of directors or the president. The Corporation shall also hold a special shareholders meeting in the event it receives, in the manner specified in Section 8.3, one or more written demands for the meeting, stating the purpose

or purposes for which it is to be held, signed and dated by the holders of shares representing not less than one-tenth of all of the votes entitled to be cast on any issue to be determined at the meeting. Special meetings shall be held at the principal office of the Corporation or at such other place as the board of directors or the president may determine.

2.4 RECORD DATE FOR DETERMINATION OF SHAREHOLDERS.

(a) In order to make a determination of shareholders entitled to (i) notice of or to vote at any shareholders meeting or at any adjournment of a shareholders meeting, (ii) demand a special shareholders meeting, (iii) take any other action or (iv) receive payment of a share dividend or a distribution, or for any other purpose, the board of directors may fix a future date as the record date for such determination of shareholders. The record date may be fixed not more than seventy days before the date of the proposed action.

(b) Unless otherwise specified when the record date is fixed, the time of day for determination of shareholders shall be as of the Corporation's close of business on the record date.

(c) A determination of shareholders entitled, to be given notice of or to vote at a shareholders meeting is effective for any adjournment of the meeting unless the board of directors fixes a new record date, which the board shall do if the meeting is adjourned to a date more than one hundred twenty days after the date fixed for the original meeting.

(d) If no record date is otherwise fixed, the record date for determining shareholders entitled to be given notice of and to vote at an annual or special shareholders meeting is the day before the first notice is given to shareholders.

(e) The record date for determining shareholders entitled to take action without a meeting pursuant to Section 2.11 is the date a writing upon which the action is taken is first received by the Corporation.

2.5 VOTING LIST.

(a) After a record date is fixed for a shareholders meeting, the secretary shall prepare a list of the names of all its shareholders who are entitled to be given notice of the meeting. The list (i) shall be arranged by voting groups and within each voting group by class or series of shares, (ii) shall be alphabetical within each class or series and (iii) shall show the address of, and the number of shares of each such class and series that are held by, each shareholder.

(b) The shareholders' list shall be available for inspection by any shareholder, beginning the earlier of ten days before the meeting for which the list was prepared or two business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof, at the Corporation's principal office or at a place identified in the notice of the meeting in the city where the meeting will be held.

(c) The secretary shall make the shareholders list available at the meeting, and any shareholder or agent or attorney of a shareholder is entitled to inspect the list at any time during the meeting or any adjournment thereof.

2.6 NOTICE TO SHAREHOLDERS.

(a) The secretary shall give notice to shareholders of the date, time and place of each annual and special shareholders meeting no fewer than ten nor more than sixty days before the date of the meeting; except that, if the articles of incorporation are to be amended to increase the number of authorized shares, at least thirty days notice shall be given. Except as otherwise required by the Colorado Business Corporation Act (the "Act"), the secretary shall be required to give such notice only to shareholders entitled to vote at the meeting.

(b) Notice of an annual shareholders meeting need not include a description of the purpose or purposes for which the meeting is called unless a purpose of the meeting is to consider an amendment to the articles of incorporation, a restatement of the articles of incorporation, a plan of merger or share exchange, disposition of substantially all of the property of the Corporation, consent by the Corporation to the disposition of property by another entity or dissolution of the Corporation,

(c) Notice of a special shareholders meeting shall include a description of the purpose or purposes for which the meeting is called.

(d) Notice of a shareholders meeting shall be in writing and shall be given

(i) by deposit in the United States mail, properly addressed to the shareholder's address shown in the Corporation's current record of shareholders, first class postage prepaid, and, if so given, shall be effective when mailed; or

(ii) by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail or private carrier or by personal delivery to the shareholder, and, if so given, shall be effective when actually received by the shareholder.

(e) If an annual or special shareholders meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date,

time or place is announced at the meeting before adjournment; provided, however, that, if a new record date for the adjourned meeting is fixed pursuant to Section 2.4, notice of the adjourned meeting shall be given to persons who are shareholders as of the new record date.

(f) If three successive notices are given by the Corporation, whether with respect to a shareholders meeting or otherwise, to a shareholder and are returned as undeliverable, no further notices to such shareholder shall be necessary until another address for the shareholder is made known to the Corporation.

2.7 QUORUM. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on the matter. If a quorum does not exist with respect to any voting group, the president or any shareholder or proxy that is present at the meeting, whether or not a member of that voting group, may adjourn the meeting to a different date, time or place, and (subject to the next sentence) notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed pursuant to Section 2.4, notice of the adjourned meeting shall be given pursuant to Section 2.6 to persons who are shareholders as of the new record date. At any adjourned meeting at which a quorum exists, any matter must be acted upon that could have been acted upon at a meeting originally called; provided, however, that, if new notice is given of the adjourned meeting, then such notice shall state the purpose or purposes of the adjourned meeting sufficiently to permit action on such. Once a share is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

2.8 VOTING ENTITLEMENT OF SHARES. Except as stated in the articles of incorporation, each outstanding share, regardless of class, is entitled to one vote, and each fractional share is entitled to a corresponding fractional vote, on each matter voted on at a shareholders meeting.

2.9 PROXIES, ACCEPTANCE OF VOTES AND CONSENTS.

(a) A shareholder may vote either in person or by proxy.

(b) An appointment of a proxy is not effective against the Corporation until the appointment is received by the Corporation. An appointment is valid for eleven months unless a different period is expressly provided in the appointment form.

(c) The Corporation may accept or reject any appointment of a proxy,

revocation of appointment of a proxy, vote, consent, waiver or other writing purportedly signed by or for a shareholder, if such acceptance or rejection is in accordance with the provisions of Sections 7-107-203 and 7-107-205 of the Act.

2.10 WAIVER OF NOTICE.

(a) A shareholder may waive any notice required by the Act, the articles of incorporation or the bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, be signed by the shareholder entitled to the notice and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

2.11 ACTION BY SHAREHOLDERS WITHOUT A MEETING. Any action required or permitted to be taken at a shareholders meeting may be taken without a meeting if all of the shareholders entitled to vote thereon consent to such action in writing. Action pursuant to this Section 2.11 shall be effective when the Corporation has received writings that describe and consent to the action, signed by all of the shareholders entitled to vote thereon. Action taken pursuant to this Section 2.11 shall be effective as of the date the last writing necessary to effect the action is received by the Corporation, unless all of the writings necessary to effect the action specify another date, which may be before or after the date the writings are received by the Corporation. Such action shall have the same effect as action taken at a meeting of shareholders and may be described as such in any document. Any shareholder who has signed a writing describing and consenting to an action taken pursuant to this Section 2.11 may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.

2.12 MEETINGS BY TELECOMMUNICATIONS. Any or all of the shareholders may participate in an annual or special shareholders meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III
DIRECTORS

3.1 AUTHORITY OF THE BOARD OF DIRECTORS. The corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a board of directors.

3.2 NUMBER. The number of directors shall be fixed by resolution of the board of directors from time to time and may be increased or decreased by resolution adopted by the board of directors from time to time, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

3.3 QUALIFICATION. Directors shall be natural persons at least eighteen years old but need not be residents of the State of Colorado or shareholders of the Corporation.

3.4 ELECTION. The board of directors shall be elected at the annual meeting of the shareholders or at a special meeting called for that purpose.

3.5 TERM. Each director shall be elected to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified.

3.6 RESIGNATION. A director may resign at any time by giving written notice of his or her resignation to any other director or (if the director is not also the secretary) to the secretary. The resignation shall be effective when it is received by the other director or secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

3.7 REMOVAL. Any director may be removed by the shareholders, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of the director. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

3.8 VACANCIES.

(a) If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors:

(i) The shareholders may fill the vacancy at the next annual meeting or at a special meeting called for that purpose; or

(ii) The board of directors may fill the vacancy; or

(iii) If the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

(b) Notwithstanding Section 3.8(a), if the vacant office was held by a director elected by a voting group of shareholders, then, if one or more of the remaining directors were elected by the same voting group, only such directors are entitled to vote to fill the vacancy if it is filled by directors, and they may do so by the affirmative vote of a majority of such directors remaining in office; and only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

(c) A vacancy that will occur at a specific later date, by reason of a resignation that will become effective at a later date under Section 3.6 or otherwise, may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

3.9 MEETINGS. The board of directors may hold regular or special meetings within or outside of Colorado. A regular meeting shall be held without notice immediately after and at the same place as the annual meeting of the shareholders. The board of directors may, by resolution, establish other dates, times and places for additional regular meetings, which may thereafter be held without further notice. Special meetings may be called by the president or by any two directors and shall be held at the principal office of the Corporation unless otherwise specified in the notice of the meeting. At any time when the board consists of a single director, that director may act at any time, date or place without notice.

3.10 NOTICE OF SPECIAL MEETING. Notice of a special meeting shall be given to every director at least twenty four hours before the time of the meeting, stating the date, time and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the director, personally or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail or private carrier. Notice shall be effective at the earliest of (a) the time it is received; (b) five days after it is deposited in the United States mail, properly addressed to the last address for the director shown on the records of the Corporation, first class postage prepaid or (c) the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail and if the return receipt is signed by the director to which the notice is addressed.

3.11 QUORUM. Except as provided in Section 3.8, a majority of the number of directors fixed in accordance with these bylaws shall constitute a quorum for the transaction of business at all meetings of the board of directors. The act of a majority of

the directors present at any meeting at which a quorum is present shall be the act of the board of directors, except as otherwise specifically required by law,

3.12 WAIVER OF NOTICE.

(a) A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by Section 3.12(b), the waiver shall be in writing and shall be signed by the director. Such waiver shall be delivered to the secretary for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless, at the beginning of the meeting or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

3.13 MEETINGS BY TELECOMMUNICATIONS. One or more directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

3.14 DEEMED ASSENT TO ACTION. A director who is present at a meeting of the board of directors when corporate action is taken shall be deemed to have assented to all action taken at the meeting unless

(i) a director objects at the beginning of the meeting, or promptly upon his or her arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(ii) The director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(iii) The director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the secretary (or, if the director is the secretary, by another director) promptly after adjournment of the meeting. The right of dissent or abstention pursuant to this Section 3.14 as to a specific action is not available to a director who votes in favor of the action taken.

3.15 ACTION BY DIRECTORS WITHOUT A MEETING. Any action required or permitted by law to be taken at a board of directors meeting may be taken without a meeting if all members of the board consent to such action in writing. The action shall be deemed to have been so taken by the board at the time the last director signs a writing describing the action, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the president or the secretary or any other person authorized by the board of directors to receive such a revocation. Such action shall be effective at the time and date it is so taken unless the directors establish a different effective time or date. Such action has the same effect as action taken at a meeting of directors and may be described as such in any document.

ARTICLE IV
COMMITTEES OF THE BOARD OF DIRECTORS

4.1 Subject to the provisions of Section 7-109-106 of the Act, the board of directors may create one or more committees and appoint one or more members of the board of directors to serve on them. The creation of a committee and appointment of members to it shall require the approval of a majority of all the directors in office when the action is taken, whether or not those directors constitute a quorum of the board.

4.2 The provisions of these bylaws governing meetings, action without meeting, notice, waiver of notice and quorum and voting requirements of the board of directors apply to committees and their members as well.

4.3 To the extent specified by resolution adopted from time to time by a majority of all the directors in office when the resolution is adopted, whether or not those directors constitute a quorum of the board, each committee shall exercise the authority of the board of directors with respect to the corporate powers and the management of the business and affairs of the Corporation, except that a committee shall not:

(a) authorize distributions;

(b) approve or propose to shareholders action that the Act requires to be approved by shareholders;

(c) fill vacancies on the board of directors or on any of its committees;

(d) amend the articles of incorporation pursuant to Section 7-110-102 of the Act;

(e) adopt, amend or repeal bylaws;

(f) approve a plan of merger not requiring shareholder approval;

(g) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors; or

(h) authorize or approve the issuance or sale of shares, or a contract for the sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the board of directors may authorize a committee or an officer to do so within limits specifically prescribed by the board of directors.

4.4 The creation of, delegation of authority to, or action by, a committee does not alone constitute compliance by a director with applicable standards of conduct.

ARTICLE V
OFFICERS

5.1 GENERAL. The Corporation shall have as officers a president, a secretary, and a treasurer, who shall be appointed by the board of directors. The board of directors may appoint as additional officers a chairman and other officers of the board. The board of directors, the president, and such other subordinate officers as the board of directors may authorize from time to time, acting singly, may appoint as additional officers one or more vice presidents, assistant secretaries, assistant treasurers, and such other subordinate officers as the board of directors, the president, or such other appointing officer deems necessary or appropriate. The officers of the Corporation shall hold their offices for such terms and shall exercise such authority and perform such duties as shall be determined from time to time by these Bylaws, the board of directors, or (with respect to officers whom are appointed by the president or other appointing officers) the persons appointing them; provided, however, that the board of directors may change the term of offices and the authority of any officer appointed by the president or other appointing officers. Any two or more officers may be held by the same person. The officers of the Corporation shall be natural persons at least eighteen years old.

5.2 TERM. Each officer shall hold office from the time of appointment until the time of removal or resignation pursuant to Section 3.6 or until the officer's death.

5.3 REMOVAL AND RESIGNATION. Any officer appointed by the board of directors may be removed at any time by the board of directors. Any officer appointed by the president or other appointing officer may be removed at any time by the board of directors or by the person appointing the officer. Any officer may resign at any time by giving written notice of resignation to any director (or to any director other than the resigning officer if the officer is also a director), to the president, to the secretary or to the officer who appointed

the officer. Acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.

5.4 PRESIDENT. The president shall preside at all meetings of shareholders, and the president shall also preside at all meetings of the board of directors unless the board of directors has appointed a chairman, vice chairman, or other officer of the board and has authorized such person to preside at meetings of the board of directors instead of the president. Subject to the direction and control of the board of directors, the president shall be the chief executive officer of the Corporation and as such shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the board of directors are carried into effect. The president may negotiate, enter into and execute contracts, deeds and other instruments on behalf of the Corporation as are necessary and appropriate to the conduct to the business and affairs of the Corporation or as are approved by the board of directors. The president shall have such additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the board of directors from time to time.

5.5 VICE PRESIDENT. The vice president, if any, or, if there are more than one, the vice presidents in the order determined by the board of directors or the president (or, if no such determination is made, in the order of their appointment), shall be the officer or officers next in seniority after the president. Each vice president shall have such authority and duties as are prescribed by the board of directors or the president. Upon the death, absence, or disability of the president, the vice president, if any, or, if there are more than one, the vice presidents in the order of seniority as determined above, shall have the authority and duties of the president.

5.6 SECRETARY. The secretary shall be responsible for the preparation and maintenance of minutes of the meetings of the board of directors and of the shareholders and of the other records and information required to be kept by the Corporation under Section 7-116-101 of the Act and for authenticating records of the Corporation. The secretary shall also give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, keep the minutes of such meetings, have charge of the corporate seal and have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, it may be attested by the secretary's signature), be responsible for the maintenance of all other corporate records and files and for the preparation and filing of reports to governmental agencies (other than tax returns), and have such other authority and duties as are appropriate and customary for the office of secretary, except as the same may be expanded or limited by the board of directors from time to time.

5.7 ASSISTANT SECRETARY. The assistant secretary, if any, or, if there are more than one, the assistant secretaries shall, under the supervision of the secretary, perform such duties and have such authority as may be prescribed from time to time by the board of directors or the secretary. Upon the death, absence or disability of the secretary, the assistant secretary, if any, or, if there are more than one, the assistant secretary in the order designated by the board of directors or the secretary (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the secretary.

5.8 TREASURER. The treasurer shall have control of the funds and the care and custody of all stocks, bonds and other securities owned by the Corporation, and shall be responsible for the preparation and filing of tax returns. The treasurer shall receive all monies paid to the Corporation and, subject to any limits imposed by the board of directors, shall have authority to receive receipts and vouchers, to sign and endorse checks and warrants in the Corporation's name and on the Corporation's behalf, and give full discharge for the same. The treasurer shall also have charge of disbursement of funds of the Corporation, shall keep full and accurate records of the receipts and disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the board of directors. The treasurer shall have such additional authority and duties as are appropriate and customary for the office of treasurer, except as the same may be expanded or limited by the board of directors from time to time.

5.9 ASSISTANT TREASURER. The assistant treasurer, if any, or, if there are more than one, the assistant treasurers shall, under the supervision of the treasurer, have such authority and duties as may be prescribed from time to time by the board of directors or the treasurer. Upon the death, absence or disability of the treasurers, the assistant treasurer, if any, or if there are more than one, the assistant treasurers in the order determined by the board of directors or the treasurer (of, if no such determination is made, in the order of their appointment), shall have the authority and duties of the treasurer.

5.10 COMPENSATION. Officers shall receive such compensation for their services as may be authorized or ratified by the board of directors. Election or appointment of an officer shall not of itself create a contractual right to compensation for services performed as such officer.

ARTICLE VI
INDEMNIFICATION

6.1 DEFINITIONS. As used in this Article VI:

(a) "Corporations" includes any domestic or foreign entity that is a

predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary or agent of another domestic or foreign corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(c) "Expenses" includes counsel fees.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan or reasonable expenses.

(e) "Official capacity" means, when used with respect to a director, the office of director in the Corporation and, when used with respect to a person other than a director as contemplated in Section 6.7, the office in the Corporation held by the officer or the employment, fiduciary or agency relationship undertaken by the employee, fiduciary or agent on behalf of the Corporation. "Official capacity" does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

(f) "Party" includes a person who was, is or is threatened to be made, a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

6.2 AUTHORITY TO INDEMNIFY DIRECTORS.

(a) Except as provided in Section 6.2(d), the Corporation shall indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:

(i) The person conducted himself or herself in good faith; and

(ii) The person reasonably believed:

(A) In the case of conduct in an official capacity with the Corporation, that his or her conduct was in the Corporation's best interests; and

(B) In all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

(iii) In the case of any criminal proceeding, the person had no reasonable cause to believe his or her conduct was unlawful.

(b) A director's conduct with respect to any employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Section 6.2(a)(ii)(B). A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2(a)(i).

(c) The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section 6.2.

(d) Except to the extent authorized by a court as provided in Section 6.5, the Corporation may not indemnify a director under this Section 6.2:

(i) In connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

(ii) In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Section 6.2 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

6.3 MANDATORY INDEMNIFICATION OF DIRECTORS. The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, against reasonable expenses incurred by him or her in connection with the proceeding,

6.4 ADVANCE OF EXPENSES TO DIRECTORS.

(a) The Corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(i) The director furnishes to the Corporation a written affirmation of the director's good faith belief that he or she has met the standard of conduct described in Section 6.2.

(ii) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

(iii) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article VI.

(b) The undertaking required by Section 6.4(a)(ii) shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Section 6.4 shall be made in the manner specified in Section 6.6.

6.5 COURT-ORDERED INDEMNIFICATION OF DIRECTORS. A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

(i) If it determines that the director is entitled to mandatory indemnification under Section 6.3, the court shall order indemnification, in which case the court shall also order the Corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification.

(ii) If it determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in Section 6.2(a) or was adjudged liable in the circumstances described in Section 6.2(d), the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 6.2(d) is limited to reasonable expenses incurred in connection with the proceeding and

reasonable expenses incurred to obtain court ordered indemnification.

6.6 DETERMINATION AND AUTHORIZATION OF INDEMNIFICATION OF DIRECTORS.

(a) Except to the extent authorized by a court as provided in Section 6.5, the Corporation shall not indemnify a director under Section 6.2 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 6.2. The Corporation shall not advance expenses to a director under Section 6.4 unless authorized in the specific case after written affirmation and undertaking required by Section 6.4(a)(i) and 6.4(a)(ii) are received and the determination required by Section 6.4(a)(iii) has been made.

(b) The determinations required by Section 6.6(a) shall be made:

(i) By the board of directors by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or

(ii) If a quorum cannot be obtained, by a majority vote of a committee of the board of directors designated by the board of directors, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If a quorum cannot be obtained as contemplated in Section 6.6(b)(i), and a committee cannot be established under Section 6.6(b)(ii), or even if a quorum is obtained or a committee is designated, if a majority of the directors constituting such quorum or such committee so directs, the determination required to be made by Section 6.6(a) shall be made.

(i) By independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in Section 6.6(b)(i) or 6.6(b)(ii), or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board of directors; or

(ii) By the shareholders.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is required or permissible is made by independent legal counsel, authorization

of indemnification and advance of expenses shall be made by the body that selected such counsel.

6.7 INDEMNIFICATION OF OFFICERS, EMPLOYEES, FIDUCIARIES AND AGENTS.

(a) The Corporation may indemnify and advance expenses to an officer to the same extent as a director.

(b) The Corporation may indemnify and advance expenses to an employee, fiduciary or agent of the Corporation to the same extent as to a director.

(c) The Corporation may also indemnify and advance expenses to an officer, employee, fiduciary or agent who is not a director to a greater extent than is provided in these bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors of shareholders or by contract.

6.8 INSURANCE. The Corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary or agent of the Corporation or who, while a director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, partner, officer, employee, fiduciary or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary or agent, whether or not the Corporation would have power to indemnify the person against the same liability under Sections 6.2, 6.3, or 6.7. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

6.9 NOTICE TO SHAREHOLDERS OF INDEMNIFICATION OF DIRECTOR. If the Corporation indemnifies or advances expenses to a director under this Article VI in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of the indemnification or advance to the shareholders with or before the notice of the next shareholders meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE VII
SHARES

7.1 CERTIFICATES. Certificates representing shares of the capital stock of the Corporation shall be in such form as is approved by the board of directors and shall be signed by the chairman or vice chairman of the board of directors (if any), or the president or any vice president, and by the secretary or an assistant secretary or the treasurer or an assistant treasurer. All certificates shall be consecutively numbered, and the names of owners, the number of shares and the date of issue shall be entered on the books of the Corporation. Each certificate representing shares shall state upon its face;

(a) that the Corporation is organized under the laws of the State of Colorado;

(b) the name of the person to whom the shares are issued;

(c) the number and class of the shares and the designation of the series, if any, that the certificate represents;

(d) the par value, if any, of each share represented by the certificate;

(e) on the front or the back, (i) a summary of the designations, preferences, limitations and relative rights applicable to each class, the variations in preferences, limitations and rights determined for each series, and the authority of the board of directors to determine variations for future classes or series; or (ii) a conspicuous statement that the Corporation will furnish to the shareholder, on request in writing and without charge, information concerning the designations, preferences, limitations and relative rights applicable to each claim, the variations in preferences, limitations and rights determined for each series, and the authority of the board of directors to determine variations for future classes or series; and

(f) any restrictions imposed by the Corporation upon the transfer of the shares represented by the certificate.

7.2 FACSIMILE SIGNATURES. Where a certificate is signed (a) by a transfer agent other than the Corporation or its employee, or (b) by a registrar other than the Corporation or its employee, any or all of the officers' signatures on the certificate required by Section 7.1 may be by facsimile. If any officer, transfer agent or registrar who has signed, or whose facsimile signature or signatures have been placed upon, any certificate, shall cease to be such officer, transfer agent or registrar, whether because of death, resignation or otherwise, before the certificate is issued by the Corporation, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or

registrar at the date of issue.

7.3 TRANSFERS OF SHARES. Transfers of shares shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed by the person or persons appearing upon the face of such certificate to be the owner, or accompanied by a proper transfer or assignment separate from the certificates except as may otherwise be expressly provided by the statutes of the State of Colorado or by order of a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer. Except to the extent the Corporation otherwise provides pursuant to Section 7.4 and except for the assertion of dissenters' rights to the extent provided in Article 113 of the Act, the Corporation shall be entitled to treat the person in whose name any shares are registered on its books as the owner of those shares for all purposes and shall not be bound to recognize any equitable or other claim or interest in the shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interest.

7.4 SHARES HELD FOR ACCOUNT OF ANOTHER. The board of directors may adopt by resolution a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution shall set forth:

(a) the clarification of shareholders who may certify;

(b) the purpose or purposes for which the certification may be made;

(c) the form of certification and the information to be contained therein;

(d) if the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or the closing of the stock transfer books within which the certification must be received by the Corporation; and

(e) such other provisions with respect to the procedure as are deemed necessary or desirable. Upon receipt by the Corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified in place of the shareholder making the certification.

ARTICLE VIII
GENERAL

8.1 CORPORATE SEAL. The board of directors may adopt a seal, circular in form and bearing the name of the Corporation and the words "SEAL" and "COLORADO," which, when adopted, shall constitute the seal of the Corporation. The seal may be used by causing it or a facsimile of it to be impressed, affixed, manually reproduced or rubber stamped with indelible ink.

8.2 FISCAL YEAR. The board of directors may, by resolution, adopt a fiscal year for the Corporation.

8.3 RECEIPT OF NOTICES BY THE CORPORATION. Notices, shareholder writings consenting to an action, and other documents or writings shall be deemed to have been received by the Corporation when they are received:

(a) at the registered office of the Corporation in the State of Colorado;

(b) at the principal office of the Corporation (as that office is designated in the most recent document flied by the Corporation with the Secretary of State for the State of Colorado designating a principal office) addressed to the attention of the secretary of the Corporation;

(c) by the secretary of the Corporation wherever the secretary may be found; or

(d) by any other person authorized from time to time by the board ofdirectors, the president or the secretary to move such writings, when such person is found.

8.4 AMENDMENT OF BYLAWS. These Bylaws may at any time and from time to time be amended, supplemented or repealed by the board of directors.

The undersigned, being the duly elected Secretary of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted by the Board of Directors on the 16th day of January, 1996.

/s/ DAVID K. MOSKOWITZ

David K. Moskowitz,
Secretary

SENIOR SECURED NOTES DUE 2002
REGISTRATION RIGHTS AGREEMENT

Dated as of June 25, 1997

by and among

EchoStar DBS Corporation,
the Company

EchoStar Communications Corporation,
EchoStar Satellite Broadcasting Corporation
and
Dish, Ltd.,
as Guarantors

and

Donaldson, Lufkin & Jenrette
Securities Corporation
and
Lehman Brothers Inc.,
as Initial Purchasers

This Registration Rights Agreement (this "REGISTRATION RIGHTS AGREEMENT") is made and entered into as of June 25, 1997 by and among EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"), EchoStar Communications Corporation, a Nevada corporation ("ECHOSTAR"), EchoStar Satellite Broadcasting Corporation, a Colorado corporation ("ESBC"), Dish, Ltd., a Nevada corporation ("DISH," and together with EchoStar and ESBC, the "GUARANTORS"), and Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc. (each, an "INITIAL PURCHASER" and, collectively, the "INITIAL PURCHASERS"), each of whom has agreed to purchase the Company's 12 1/2% Senior Secured Notes due 2002 (the "INITIAL SENIOR SECURED NOTES") pursuant to the Purchase Agreement (as defined below).

This Registration Rights Agreement is made pursuant to the Purchase Agreement, dated June 20, 1997 (the "PURCHASE AGREEMENT"), by and among the Company, the Guarantors and the Purchasers. In order to induce the Initial Purchasers to purchase the Initial Senior Secured Notes, the Company has agreed to provide the registration rights set forth in this Registration Rights Agreement. The execution and delivery of this Registration Rights Agreement is a condition to the obligations of the Initial Purchasers set forth in Section 2 of the Purchase Agreement.

The parties hereby agree as follows:

SECTION 1. DEFINITIONS

As used in this Registration Rights Agreement, the following capitalized terms shall have the following meanings:

ACT: The Securities Act of 1933, as amended.

ADVICE: As defined in Section 6 hereof.

BROKER-DEALER: Any broker or dealer registered under the Exchange Act.

CLOSING DATE: The date of this Registration Rights Agreement.

COMMISSION: The Securities and Exchange Commission.

COMPANY: As defined in the preamble hereto.

CONSUMMATE: A Registered Exchange Offer shall be deemed "Consummated" for purposes of this Registration Rights Agreement upon the occurrence of (i) the filing and effectiveness under the Act of the Exchange Offer Registration Statement relating to the New Senior Secured Notes to be issued in the Exchange Offer, (ii) the maintenance of such Registration Statement continuously effective and the keeping of the Exchange Offer open for a period not less than the minimum period required pursuant to Section 3(b) hereof, and (iii) the delivery by the Company to the Registrar under the Indenture of New Senior Secured Notes in the same aggregate principal amount as the aggregate principal amount of Initial Senior Secured Notes that were tendered by Holders thereof pursuant to the Exchange Offer.

DAMAGES PAYMENT DATE: With respect to the Initial Senior Secured Notes, each Interest Payment Date.

EFFECTIVENESS TARGET DATE: As defined in Section 5 hereof.

EXCHANGE ACT: The Securities Exchange Act of 1934, as amended.

EXCHANGE OFFER: The registration by the Company under the Act of the New Senior Secured Notes pursuant to a Registration Statement pursuant to which the Company offers the Holders of all outstanding Transfer Restricted Securities the opportunity to exchange all such outstanding Transfer Restricted Securities held by such Holders for New Senior Secured Notes in an aggregate principal amount equal to the aggregate principal amount of the Transfer Restricted Securities tendered in such exchange offer by such Holders.

EXCHANGE OFFER REGISTRATION STATEMENT: The Registration Statement relating to the Exchange Offer, including the related Prospectus.

EXEMPT RESALES: The transactions in which the Initial Purchasers propose to sell the Initial Senior Secured Notes to certain "qualified institutional buyers," as such term is defined in Rule 144A under the Act, and to certain institutional "accredited investors," as such term is defined in Rule 501(a)(1), (2), (3) and (7) of Regulation D under the Act ("ACCREDITED INSTITUTIONS").

GUARANTORS: As defined in the preamble hereto.

HOLDERS: As defined in Section 2(b) hereof.

INDEMNIFIED HOLDER: As defined in Section 8(a) hereof.

INDENTURE: The Indenture, dated as of June 25, 1997, among the Company, The Bank of Boston, as trustee (the "Trustee"), and the Guarantors, pursuant to which the Senior Secured Notes are to be issued, as such Indenture is amended or supplemented from time to time in accordance with the terms thereof.

INITIAL PURCHASER and INITIAL PURCHASERS: As defined in the preamble hereto.

INITIAL SENIOR SECURED NOTES: As defined in the preamble hereto.

INTEREST PAYMENT DATE: As defined in the Indenture and the Senior Secured Notes.

NASD: National Association of Securities Dealers, Inc.

NEW SENIOR SECURED NOTES: The Company's New Senior Secured Notes due 2002 to be issued pursuant to the Indenture in the Exchange Offer.

PERSON: An individual, partnership, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

PROSPECTUS: The prospectus included in a Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including posteffective amendments, and all material incorporated by reference into such Prospectus.

RECORD HOLDER: With respect to any Damages Payment Date relating to the Senior Secured Notes, each Person who is a Holder of Senior Secured Notes on the record date with respect to the Interest Payment Date on which such Damages Payment Date shall occur.

REGISTRATION DEFAULT: As defined in Section 5 hereof.

REGISTRATION STATEMENT: Any registration statement of the Company relating to (a) an offering of New Senior Secured Notes pursuant to an Exchange Offer or (b) the registration for resale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, which is filed pursuant to the provisions of this Registration Rights Agreement, in each case, including the Prospectus included therein, all amendments and supplements thereto (including post-effective amendments) and all exhibits and material incorporated by reference therein.

SENIOR SECURED NOTES: The Initial Senior Secured Notes and the New Senior Secured Notes.

SHELF FILING DEADLINE: As defined in Section 4 hereof.

SHELF REGISTRATION STATEMENT: As defined in Section 4 hereof.

TIA: The Trust Indenture Act of 1939 (15 U.S.C. Section 77aaa-77bbbb) as in effect on the date of the Indenture.

TRANSFER RESTRICTED SECURITIES: Each Senior Note, until the earliest to occur of (a) the date on which such Senior Note is exchanged in the Exchange Offer and entitled to be resold to the public by the Holder thereof without complying with the prospectus delivery requirements of the Act, (b) the date on which such Senior Note has been effectively registered under the Act and disposed of in accordance with a Shelf Registration Statement and (c) the date on which such Senior Note is distributed to the public pursuant to Rule 144 under the Act or by a Broker-Dealer pursuant to the "Plan of Distribution" contemplated by the Exchange Offer Registration Statement (including delivery of the Prospectus contained therein).

UNDERWRITTEN REGISTRATION or UNDERWRITTEN OFFERING: A registration in which securities of the Company are sold to an underwriter for reoffering to the public.

SECTION 2. SECURITIES SUBJECT TO THIS AGREEMENT

(a) TRANSFER RESTRICTED SECURITIES. The securities entitled to the benefits of this Registration Rights Agreement are the Transfer Restricted Securities.

(b) HOLDERS OF TRANSFER RESTRICTED SECURITIES. A Person is deemed to be a holder of Transfer Restricted Securities (each, a "Holder") whenever such Person owns Transfer Restricted Securities.

SECTION 3. REGISTERED EXCHANGE OFFER

(a) Unless the Exchange Offer shall not be permissible under applicable law or Commission policy (after the procedures set forth in Section 6(a) below have been complied with), the Company and the Guarantors shall (i) cause to be filed with the Commission as soon as practicable after the Closing Date, but in no event later than 30 days after the Closing Date, a Registration Statement under the Act relating to the New Senior Secured Notes and the Exchange Offer, (ii) use their best efforts to cause such Registration Statement to become effective at the earliest possible time, but in no event later than 150 days after the Closing Date, (iii) in connection with the foregoing, file (A) all pre-effective amendments to such Registration Statement as may be necessary in order to cause such Registration Statement to become effective, (B) if applicable, a post-effective amendment to such Registration Statement pursuant to Rule 430A under the Act and (C) cause all necessary filings in connection with the registration and qualification of the New Senior Secured Notes to be made under the Blue Sky laws of such jurisdictions as are necessary to permit Consummation of the Exchange Offer, and (iv) upon the effectiveness of such Registration Statement, commence the Exchange Offer. The Exchange Offer shall be on the appropriate form permitting registration of the New Senior Secured Notes to be offered in exchange for the Transfer Restricted Securities and to permit resales of Senior Secured Notes held by Broker-Dealers as contemplated by Section 3(c) below.

(b) The Company shall cause the Exchange Offer Registration Statement to be effective continuously and shall keep the Exchange Offer open for a period of not less than the minimum period required under applicable federal and state securities laws to Consummate the Exchange Offer; PROVIDED, HOWEVER, that in no event shall such period be less than 20 business days. The Company shall cause the Exchange Offer to comply with all applicable federal and state securities laws. No securities other than the Senior Secured Notes shall be included in the Exchange Offer Registration Statement. The Company shall use its best efforts to cause the Exchange Offer to be Consummated on the earliest practicable date after the Exchange Offer Registration Statement has become effective, but in no event later than 30 business days thereafter.

(c) The Company shall indicate in a "Plan of Distribution" section contained in the Prospectus contained in the Exchange Offer Registration Statement that any Broker-Dealer who holds Initial Senior Secured Notes that are Transfer Restricted Securities and that were acquired for its own account as a result of market-making activities or other trading activities (other than

Transfer Restricted Securities acquired directly from the Company), may exchange such Initial Senior Secured Notes pursuant to the Exchange Offer; however, such Broker-Dealer may be deemed to be an "underwriter" within the meaning of the Act and must, therefore, deliver a prospectus meeting the requirements of the Act in connection with any resales of the New Senior Secured Notes received by such Broker-Dealer in the Exchange Offer, which prospectus delivery requirement may be satisfied by the delivery by such Broker-Dealer of the Prospectus contained in the Exchange Offer Registration Statement. Such "Plan of Distribution" section shall also contain all other information with respect to such resales by Broker-Dealers that the Commission may require in order to permit such resales pursuant thereto, but such "Plan of Distribution" shall not name any such Broker-Dealer or disclose the amount of Senior Secured Notes held by any such Broker-Dealer except to the extent required by the Commission as a result of a change in policy after the date of this Registration Rights Agreement.

The Company and the Guarantors shall use their best efforts to keep the Exchange Offer Registration Statement continuously effective, supplemented and amended as required by the provisions of Section 6(c) below to the extent necessary to ensure that it is available for resales of Senior Secured Notes acquired by Broker-Dealers for their own accounts as a result of marketmaking activities or other trading activities, and to ensure that it conforms with the requirements of this Registration Rights Agreement, the Act and the policies, rules and regulations of the Commission as announced from time to time, for a period of one year from the date on which the Exchange Offer Registration Statement is declared effective.

The Company shall provide sufficient copies of the latest version of such Prospectus to Broker-Dealers promptly upon request at any time during such one-year period in order to facilitate such resales.

SECTION 4. SHELF REGISTRATION

(a) SHELF REGISTRATION. If (i) the Company is not required to file an Exchange Offer Registration Statement or to consummate the Exchange Offer because the Exchange Offer is not permitted by applicable law or Commission policy (after the procedures set forth in Section 6(a) below have been complied with) or (ii) if any Holder of Transfer Restricted Securities shall notify the Company within 20 business days of the Consummation of the Exchange Offer (A) that such Holder is prohibited by applicable law or Commission policy from participating in the Exchange Offer, or (B) that such Holder may not resell the New Senior Secured Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and that the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales by such Holder, or (C) that such Holder is a Broker-Dealer and holds Initial Senior Secured Notes acquired directly from the Company or one of its affiliates, then the Company and the Guarantors shall

(x) cause to be filed a shelf registration statement pursuant to Rule 415 under the Act, which may be an amendment to the Exchange Offer Registration Statement (in either event, the "SHELF REGISTRATION STATEMENT") on or prior to the

earliest to occur of (1) the 30th day after the date on which the Company determines that it is not required to file the Exchange Offer Registration Statement, (2) the 30th day after the date on which the Company receives notice from a Holder of Transfer Restricted Securities as contemplated by clause (ii) above, and (3) the 150th day after the Closing Date (such earliest date being the "SHELF FILING DEADLINE"), which Shelf Registration Statement shall provide for resales of all Transfer Restricted Securities the Holders of which shall have provided the information required pursuant to Section 4(b) hereof, and

(y) use their best efforts to cause such Shelf Registration Statement to be declared effective by the Commission on or before the 30th day after the Shelf Filing Deadline.

The Company and the Guarantors shall use their best efforts to keep such Shelf Registration Statement continuously effective, supplemented and amended as required by the provisions of Sections 6(b) and (c) hereof to the extent necessary to ensure that it is available for resales of Senior Secured Notes by the Holders of Transfer Restricted Securities entitled to the benefit of this Section 4(a), and to ensure that it conforms with the requirements of this Registration Rights Agreement, the Act and the policies, rules and regulations of the Commission as announced from time to time, for a period of at least three years following the Closing Date.

(b) PROVISION BY HOLDERS OF CERTAIN INFORMATION IN CONNECTION WITH THE SHELF REGISTRATION STATEMENT. No Holder of Transfer Restricted Securities may include any of its Transfer Restricted Securities in any Shelf Registration Statement pursuant to this Registration Rights Agreement unless and until such Holder furnishes to the Company in writing, within 20 business days after receipt of a request therefor, such information as the Company may reasonably request for use in connection with any Shelf Registration Statement or Prospectus or preliminary Prospectus included therein. No Holder of Transfer Restricted Securities shall be entitled to liquidated damages pursuant to Section 5 hereof unless and until such Holder shall have used its best efforts to provide all such reasonably requested information. Each Holder as to which any Shelf Registration Statement is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not materially misleading.

SECTION 5. LIQUIDATED DAMAGES

If (i) any of the Registration Statements required by this Registration Rights Agreement is not filed with the Commission on or prior to the date specified for such filing in this Registration Rights Agreement, (ii) any one of such Registration Statements has not been declared effective by the Commission on or prior to the date specified for such effectiveness in this Registration Rights Agreement (the "EFFECTIVENESS TARGET DATE"), (iii) the Exchange Offer has not been Consummated within 30 business days after the Effectiveness Target Date with respect to the Exchange Offer Registration Statement or (iv) any Registration Statement required by this Registration Rights

Agreement is filed and declared effective but shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded immediately by a post-effective amendment to such Registration Statement that cures such failure and that is itself immediately declared effective (each such event referred to in clauses (i) through (iv), a "REGISTRATION DEFAULT"), the Company and the Guarantors hereby jointly and severally agree to pay liquidated damages to each Holder of Transfer Restricted Securities with respect to the first 90-day period immediately following the occurrence of such Registration Default, in an amount equal to $.05 per week per $1,000 principal amount of Transfer Restricted Securities held by such Holder for each week or portion thereof that the Registration Default continues. The amount of the liquidated damages shall increase by an additional $.05 per week per $1,000 in principal amount of Transfer Restricted Securities with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount of liquidated damages of $.40 per week per $1,000 principal amount of Transfer Restricted Securities. All accrued liquidated damages shall be paid to Record Holders by the Company by wire transfer of immediately available funds or by federal funds check on each Damages Payment Date, as provided in the Indenture. Following the cure of all Registration Defaults relating to any particular Transfer Restricted Securities, the accrual of liquidated damages with respect to such Transfer Restricted Securities will cease.

All obligations of the Company and the Guarantors set forth in the preceding paragraph that are outstanding with respect to any Transfer Restricted Security at the time such security ceases to be a Transfer Restricted Security shall survive until such time as all such obligations with respect to such Security shall have been satisfied in full.

SECTION 6. REGISTRATION PROCEDURES

(a) EXCHANGE OFFER REGISTRATION STATEMENT. In connection with the Exchange Offer, the Company and the Guarantors shall comply with all of the provisions of Section 6(c) below, shall use their best efforts to effect such exchange to permit the sale of Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and shall comply with all of the following provisions:

(i) If in the reasonable opinion of counsel to the Company there is a question as to whether the Exchange Offer is permitted by applicable law, the Company and the Guarantors hereby agree to seek a no-action letter or other favorable decision from the Commission allowing the Company and the Guarantors to Consummate an Exchange Offer for such Initial Senior Secured Notes. The Company and the Guarantors each hereby agrees to pursue the issuance of such a decision to the Commission staff level but shall not be required to take commercially unreasonable action to effect a change of Commission policy. The Company and the Guarantors each hereby agrees, however, to (A) participate in telephonic conferences with the Commission, (B) deliver to the Commission staff an analysis prepared by counsel to the Company setting forth the legal bases, if any, upon which such counsel has concluded that such an Exchange Offer should be permitted and (C) diligently pursue a resolution (which need not be favorable) by the

Commission staff of such submission.

(ii) As a condition to its participation in the Exchange Offer pursuant to the terms of this Registration Rights Agreement, each Holder of Transfer Restricted Securities shall furnish, upon the request of the Company, prior to the Consummation thereof, a written representation to the Company (which may be contained in the letter of transmittal contemplated by the Exchange Offer Registration Statement) to the effect that (A) it is not an affiliate of the Company, (B) it is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution of the New Senior Secured Notes to be issued in the Exchange Offer and (C) it is acquiring the New Senior Secured Notes in its ordinary course of business. In addition, all such Holders of Transfer Restricted Securities shall otherwise cooperate in the Company's preparations for the Exchange Offer. Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Exchange Offer to participate in a distribution of the securities to be acquired in the Exchange Offer (1) could not under Commission policy as in effect on the date of this Registration Rights Agreement rely on the position of the Commission enunciated in MORGAN STANLEY AND CO., INC. (available June 5, 1991) and EXXON CAPITAL HOLDINGS CORPORATION (available May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters (including any no-action letter obtained pursuant to clause (i) above), and (2) must comply with the registration and prospectus delivery requirements of the Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K if the resales are of New Senior Secured Notes obtained by such Holder in exchange for Initial Senior Secured Notes acquired by such Holder directly from the Company.

(iii) Prior to effectiveness of the Exchange Offer Registration Statement, the Company and the Guarantors shall provide a supplemental letter to the Commission (A) stating that the Company and the Guarantors are registering the Exchange Offer in reliance on the position of the Commission enunciated in EXXON CAPITAL HOLDINGS CORPORATION (available May 13, 1988), MORGAN STANLEY AND CO., INC. (available June 5, 1991) and, if applicable, any no-action letter obtained pursuant to clause (i) above and (B) including a representation that neither the Company nor any Guarantor has entered into any arrangement or understanding with any Person to distribute the New Senior Secured Notes to be received in the Exchange Offer and that, to the best of the Company's information and belief, each Holder participating in the Exchange Offer is acquiring the New Senior Secured Notes in its ordinary course of business and has no arrangement or understanding with any Person to participate in the distribution of the New Senior Secured Notes received in the Exchange Offer.

(b) SHELF REGISTRATION STATEMENT. In connection with the Shelf Registration Statement, the Company and the Guarantors shall comply with all the provisions of Section 6(c) below and

shall use their best efforts to effect such registration to permit the sale of the Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and pursuant thereto the Company will as expeditiously as possible prepare and file with the Commission a Registration Statement relating to the registration on any appropriate form under the Act, which form shall be available for the sale of the Transfer Restricted Securities in accordance with the intended method or methods of distribution thereof.

(c) GENERAL PROVISIONS. In connection with any Registration Statement and any Prospectus required by this Registration Rights Agreement to permit the sale or resale of Transfer Restricted Securities (including, without limitation, any Registration Statement and the related Prospectus required to permit resales of Senior Secured Notes by Broker-Dealers), the Company shall:

(i) use its best efforts to keep such Registration Statement continuously effective and provide all requisite financial statements (including, if required by the Act or any regulation thereunder, financial statements of the Guarantors) for the period specified in Section 3 or 4 of this Registration Rights Agreement, as applicable; upon the occurrence of any event that would cause any such Registration Statement or the Prospectus contained therein (A) to contain a material misstatement or omission or (B) not to be effective and usable for resale of Transfer Restricted Securities during the period required by this Registration Rights Agreement, the Company shall file promptly an appropriate amendment to such Registration Statement, in the case of clause (A), correcting any such misstatement or omission, and, in the case of either clause (A) or (B), use its best efforts to cause such amendment to be declared effective and such Registration Statement and the related Prospectus to become usable for their intended purpose(s) as soon as practicable thereafter;

(ii) prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable period set forth in Section 3 or 4 hereof, as applicable, or such shorter period as will terminate when all Transfer Restricted Securities covered by such Registration Statement have been sold; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Act, and to comply fully with the applicable provisions of Rules 424 and 430A under the Act in a timely manner; and comply with the provisions of the Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the sellers thereof set forth in such Registration Statement or supplement to the Prospectus;

(iii) advise the underwriter(s), if any, and selling Holders promptly and, if requested by such Persons, to confirm such advice in writing, (A) when the Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to any Registration Statement or any post-effective amendment thereto, when the same has

become effective, (B) of any request by the Commission for amendments to the Registration Statement or amendments or supplements to the Prospectus or for additional information relating thereto, (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement under the Act or of the suspension by any state securities commission of the qualification of the Transfer Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes, (D) of the existence of any fact or the happening of any event that makes any statement of a material fact made in the Registration Statement, the Prospectus, any amendment or supplement thereto, or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in the Registration Statement or the Prospectus in order to make the statements therein not misleading. If at any time the Commission shall issue any stop order suspending the effectiveness of the Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Transfer Restricted Securities under state securities or Blue Sky laws, the Company and the Guarantors shall use their best efforts to obtain the withdrawal or lifting of such order at the earliest possible time;

(iv) furnish to each of the selling Holders and each of the underwriter(s), if any, before filing with the Commission, copies of any Registration Statement or any Prospectus included therein or any amendments or supplements to any such Registration Statement or Prospectus (including all documents incorporated by reference after the initial filing of such Registration Statement), which documents will be subject to the review of such Holders and underwriter(s), if any, for a period of at least five business days, and the Company will not file any such Registration Statement or Prospectus or any amendment or supplement to any such Registration Statement or Prospectus (including all such documents incorporated by reference) to which a selling Holder of Transfer Restricted Securities covered by such Registration Statement or the underwriter(s), if any, shall reasonably object within five business days after the receipt thereof. A selling Holder or underwriter, if any, shall be deemed to have reasonably objected to such filing if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains a material misstatement or omission;

(v) promptly prior to the filing of any document that is to be incorporated by reference into a Registration Statement or Prospectus, provide copies of such document to the selling Holders and to the underwriter(s), if any, make the Company's representatives available (and representatives of the Guarantors) for discussion of such document and other customary due diligence matters, and include such information in such document prior to the filing thereof as such selling Holders or underwriter(s), if any, reasonably may request;

(vi) make available at reasonable times for inspection by the selling Holders, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney or accountant retained by such selling Holders or any of the underwriter(s),

all financial and other records, pertinent corporate documents and properties of the Company and the Guarantors and cause the Company's and the Guarantors' officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney or accountant in connection with such Registration Statement subsequent to the filing thereof and prior to its effectiveness;

(vii) if requested by any selling Holders or the underwriter(s), if any, promptly incorporate in any Registration Statement or Prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such selling Holders and underwriter(s), if any, may reasonably request to have included therein, including, without limitation, information relating to the "Plan of Distribution" of the Transfer Restricted Securities, information with respect to the principal amount of Transfer Restricted Securities being sold to such underwriter(s), the purchase price being paid therefor and any other terms of the offering of the Transfer Restricted Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as practicable after the Company is notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) cause the Transfer Restricted Securities covered by the Registration Statement to be rated with the appropriate rating agencies, if so requested by the Holders of a majority in aggregate principal amount of Senior Secured Notes covered thereby or the underwriter(s), if any;

(ix) furnish to each selling Holder and each of the underwriter(s), if any, without charge, at least one copy of the Registration Statement, as first filed with the Commission, and of each amendment thereto, including all documents incorporated by reference therein and all exhibits (including exhibits incorporated therein by reference);

(x) deliver to each selling Holder and each of the underwriter(s), if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Persons reasonably may request; the Company and the Guarantors hereby consent to the use of the Prospectus and any amendment or supplement thereto by each of the selling Holders and each of the underwriter(s), if any, in connection with the offering and the sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto;

(xi) enter into, and cause each Guarantor to enter into, such agreements (including an underwriting agreement), and make, and cause each Guarantor to make, such representations and warranties, and take all such other actions in connection therewith in order to expedite or facilitate the disposition of the Transfer Restricted Securities pursuant to any Registration Statement contemplated by this Registration Rights Agreement, all to such extent as may be requested by any Initial Purchaser or by any Holder of Transfer Restricted Securities or underwriter in connection with any sale or resale pursuant to any Registration Statement contemplated by this Registration Rights Agreement; and whether

or not an underwriting agreement is entered into and whether or not the registration is an Underwritten Registration, the Company and the Guarantors shall:

(A) furnish to each Initial Purchaser, each selling Holder and each underwriter, if any, in such substance and scope as they may request and as are customarily made by issuers to underwriters in primary underwritten offerings, upon the date of the Consummation of the Exchange Offer and, if applicable, the effectiveness of the Shelf Registration Statement:

(1) a certificate, dated the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, signed by (y) the President or any Vice President and (z) a principal financial or accounting officer of each of the Company and the Guarantors, confirming, as of the date thereof, the matters set forth in paragraphs (a), (b) and (d) of Section 9 of the Purchase Agreement and such other matters as such parties may reasonably request,

(2) an opinion, dated the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, of counsel for the Company and the Guarantors, covering the matters set forth in paragraph (e) of Section 9 of the Purchase Agreement and such other matter as such parties may reasonably request, and in any event including a statement to the effect that such counsel has participated in conferences with officers and other representatives of the Company, representatives of the independent public accountants for the Company, the Initial Purchasers' representatives and the Initial Purchasers' counsel in connection with the preparation of such Registration Statement and the related Prospectus and have considered the matters required to be stated therein and the statements contained therein, although such counsel has not independently verified the accuracy, completeness or fairness of such statements; and that such counsel advises that, on the basis of the foregoing (relying as to materiality to a large extent upon facts provided to such counsel by officers and other representatives of the Company and without independent check or verification), no facts came to such counsel's attention that caused such counsel to believe that the applicable Registration Statement, at the time such Registration Statement or any post-effective amendment thereto became effective, and, in the case of the Exchange Offer Registration Statement, as of the date of Consummation, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus contained in such Registration Statement as of its date and, in the case of the opinion dated the date of Consummation of the Exchange Offer, as of the date of Consummation, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Without limiting the foregoing, such counsel may state further that such counsel assumes no responsibility for, and has not independently verified, the

accuracy, completeness or faimess of the financial statements, notes and schedules and other financial data included in any Registration Statement contemplated by this Registration Rights Agreement or the related Prospectus; and

(3) a customary comfort letter, dated as of the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, from the Company's independent accountants, in the customary form and covering matters of the type customarily covered in comfort letters by underwriters in connection with primary underwritten offerings, and affirming the matters set forth in the comfort letters delivered pursuant to Section 9(j) of the Purchase Agreement, without exception;

(B) set forth in full or incorporate by reference in the underwriting agreement, if any, the indemnification provisions and procedures of Section 8 hereof with respect to all parties to be indemnified pursuant to said Section; and

(C) deliver such other documents and certificates as may be reasonably requested by such parties to evidence compliance with clause (A) above and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company pursuant to this clause (xi), if any.

If at any time the representations and warranties of the Company and the Guarantors contemplated in clause (A)(1) above cease to be true and correct, the Company or the Guarantors shall so advise the Initial Purchasers and the underwriter(s), if any, and each selling Holder promptly and, if requested by such Persons, shall confirm such advice in writing;

(xii) prior to any public offering of Transfer Restricted Securities, cooperate with, and cause the Guarantors to cooperate with, the selling Holders, the underwriter(s), if any, and their respective counsel in connection with the registration and qualification of the Transfer Restricted Securities under the securities or Blue Sky laws of such jurisdictions as the selling Holders or underwriter(s) may request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Transfer Restricted Securities covered by the Shelf Registration Statement; PROVIDED, HOWEVER, that neither the Company nor any of the Guarantors shall be required to register or qualify as a foreign corporation where it is not now so qualified or to take any action that would subject it to the service of process in suits or to taxation, other than as to matters and transactions relating to the Registration Statement, in any jurisdiction where it is not now so subject;

(xiii) shall issue, upon the request of any Holder of Initial Senior Secured Notes covered by the Shelf Registration Statement, New Senior Secured Notes, having an aggregate principal amount equal to the aggregate principal amount of Initial Senior Secured Notes surrendered to the Company by such Holder in exchange therefor or being

sold by such Holder; such New Senior Secured Notes to be registered in the name of such Holder or in the name of the purchaser(s) of such Senior Secured Notes, as the case may be; in return, the Initial Senior Secured Notes held by such Holder shall be surrendered to the Company for cancellation;

(xiv) cooperate with, and cause the Guarantors to cooperate with, the selling Holders and the underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities to be sold and not bearing any restrictive legends; and enable such Transfer Restricted Securities to be in such denominations and registered in such names as the Holders or the underwriter(s), if any, may request at least two business days prior to any sale of Transfer Restricted Securities made by such underwriter(s);

(xv) use its best efforts to cause the Transfer Restricted Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s), if any, to consummate the disposition of such Transfer Restricted Securities, subject to the proviso contained in clause (viii) above;

(xvi) if any fact or event contemplated by clause (c)(iii)(D) above shall exist or have occurred, prepare a supplement or post-effective amendment to the Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Transfer Restricted Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

(xvii) provide a CUSIP number for all Transfer Restricted Securities not later than the effective date of the Registration Statement and provide the Trustee under the Indenture with printed certificates for the Transfer Restricted Securities which are in a form eligible for deposit with the Depositary Trust Company;

(xviii) cooperate and assist in any filings required to be made with the NASD and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of the NASD, and use its reasonable best efforts to cause such Registration Statement to become effective and approved by such governmental agencies or authorities as may be necessary to enable the Holders selling Transfer Restricted Securities to consummate the disposition of such Transfer Restricted Securities;

(xix) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as practicable, a consolidated earnings statement meeting the requirements of Rule 158 (which need not be audited) for the twelve-month period (A) commencing at the end of any fiscal quarter in which Transfer Restricted Securities are sold to underwriters in a

firm or best efforts Underwritten Offering or (B) if not sold to underwriters in such an offering, beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the Registration Statement;

(xx) cause the Indenture to be qualified under the TIA not later than the effective date of the first Registration Statement required by this Registration Rights Agreement, and, in connection therewith, cooperate, and cause the Guarantors to cooperate, with the Trustee and the Holders of Senior Secured Notes to effect such changes to the Indenture as may be required for such Indenture to be so qualified in accordance with the terms of the TIA; and execute, and cause the Guarantors to execute, and use its best efforts to cause the Trustee to execute, -all documents that may be required to effect such changes and all other forms and documents required to be filed with the Commission to enable such Indenture to be so qualified in a timely manner;

(xxi) cause all Transfer Restricted Securities covered by the Registration Statement to be listed on each securities exchange on which similar securities issued by the Company are then listed if requested by the Holders of a majority in aggregate principal amount of Initial Senior Secured Notes or the managing underwriter(s), if any; and

(xxii) provide promptly to each Holder upon request each document filed with the Commission pursuant to the requirements of Section 13 and Section 15 of the Exchange Act.

Each Holder agrees by acquisition of a Transfer Restricted Security that, upon receipt of any notice from the Company of the existence of any fact of the kind described in Section 6(c)(iii)(D) hereof, such Holder will forthwith discontinue disposition of Transfer Restricted Securities pursuant to the applicable Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof, or until it is advised in writing (the "Advice") by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus. If so directed by the Company, each Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Transfer Restricted Securities that was current at the time of receipt of such notice. In the event the Company shall give any such notice, the time period regarding the effectiveness of such Registration Statement set forth in Section 3 or 4 hereof, as applicable, shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to Section 6(c)(iii)(D) hereof to and including the date when each selling Holder covered by such Registration Statement shall have received the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof or shall have received the Advice.

SECTION 7. REGISTRATION EXPENSES

(a) All expenses incident to the Company's or the Guarantors' performance of or

compliance with this Registration Rights Agreement will be borne by the Company or the Guarantors, regardless of whether a Registration Statement becomes effective, including without limitation: (i) all registration and filing fees and expenses (including filings made by any Initial Purchaser or Holder with the NASD (and, if applicable, the fees and expenses of any "qualified independent underwriter" and its counsel that may be required by the rules and regulations of the NASD)); (ii) all fees and expenses of compliance with federal securities and state Blue Sky or securities laws; (iii) all expenses of printing (including printing certificates for the New Senior Secured Notes to be issued in the Exchange Offer and printing of Prospectuses), messenger and delivery services and telephone; (iv) all fees and disbursements of counsel for the Company, the Guarantors and, subject to Section 7(b) below, the Holders of Transfer Restricted Securities; (v) all application and filing fees in connection with listing Senior Secured Notes on a national securities exchange or automated quotation system pursuant to the requirements hereof; and (vi) all fees and disbursements of independent certified public accountants of the Company and the Guarantors (including the expenses of any special audit and comfort letters required by or incident to such performance).

The Company will, in any event, bear its and the Guarantors' internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Company.

(b) In connection with any Registration Statement required by this Registration Rights Agreement (including, without limitation, the Exchange Offer Registration Statement and the Shelf Registration Statement), the Company will reimburse the Initial Purchasers and the Holders of Transfer Restricted Securities being tendered in the Exchange Offer and/or resold pursuant to the "Plan of Distribution" contained in the Exchange Offer Registration Statement or registered pursuant to the Shelf Registration Statement, as applicable, for the reasonable fees and disbursements of not more than one counsel, who shall be Paul, Hastings, Janofsky & Walker LLP or such other counsel as may be chosen by the Holders of a majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

SECTION 8. INDEMNIFICATION

(a) The Company and each Guarantor agree, jointly and severally, to severally indemnify and hold harmless (i) each Holder and (ii) each person, if any, who controls (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) any Holder (any of the persons referred to in this clause (ii) being hereinafter referred to as a "controlling person") and (iii) the respective officers, directors, partners, employees, representatives and agents of any Holder or any controlling person (any person referred to in clause (i), (ii) or (iii) may hereinafter be referred to as an "INDEMNIFIED HOLDER"), to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, judgments, actions and expenses (including, without limitation and as incurred, reimbursement of all reasonable costs of investigating, preparing, pursuing or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or

threatened, including the reasonable fees and expenses of counsel to any Indemnified Holder) directly or indirectly caused by, related to, based upon, arising out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (or any amendment or supplement thereto), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities, judgments, actions or expenses are caused by an untrue statement or omission or alleged untrue statement or omission that is made in reliance upon and in conformity with information relating to any of the Holders furnished in writing to the Company by any of the Holders expressly for use therein.

In case any action or proceeding (including any governmental or regulatory investigation or proceeding) shall be brought or asserted against any of the Indemnified Holders with respect to which indemnity may be sought against the Company or the Guarantors, such Indemnified Holder (or the Indemnified Holder controlled by such controlling person) shall promptly notify the Company and the Guarantors in writing (PROVIDED, that the failure to give such notice shall not relieve the Company or the Guarantors of their respective obligations pursuant to this Registration Rights Agreement). Such Indemnified Holder shall have the right to employ its own counsel in any such action and the fees and expenses of such counsel shall be paid, as incurred, by the Company and the Guarantors (regardless of whether it is ultimately determined that an Indemnified Holder is not entitled to indemnification hereunder). The Company and the Guarantors shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for such Indemnified Holders, which firm shall be designated by the Holders. The Company shall be liable for any settlement of any such action or proceeding effected with the Company's prior written consent, which consent shall not be withheld unreasonably, and the Company agrees to indemnify and hold harmless any Indemnified Holder from and against any loss, claim, damage, liability or expense by reason of any settlement of any action effected with the written consent of the Company. Neither the Company nor any Guarantor shall, without the prior written consent of each Indemnified Holder, settle or compromise or consent to the entry of judgment in or otherwise seek to terminate any pending or threatened action, claim, litigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Holder is a party thereto), unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Holder from all liability arising out of such action, claim, litigation or proceeding.

(b) Each Holder of Transfer Restricted Securities agrees, severally and not jointly, to indemnify and hold harmless the Company and the Guarantors, and their respective directors, officers, and any person controlling (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) the Company, and the respective officers, directors, partners, employees, representatives and agents of each such person, to the same extent as the foregoing indemnity from the Company and the Guarantors to each of the Indemnified Holders, but only with respect to claims and actions based on information relating to such Holder furnished in writing by such Holder

expressly for use in any Registration Statement. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person in respect of which indemnity may be sought against a Holder of Transfer Restricted Securities, such Holder shall have the rights and duties given the Company and the Company or its directors or officers or such controlling person shall have the rights and duties given to each Holder by the preceding paragraph. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) If the indemnification provided for in this Section 8 is unavailable to an indemnified party under Section 8(a) or Section 8(b) hereof (other than by reason of exceptions provided in those Sections) in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Holders on the other hand from their sale of Transfer Restricted Securities or if such allocation is not permitted by applicable law, the relative fault of the Company on the one hand and of the Indemnified Holder on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of the Company and the Guarantors on the one hand and of the Indemnified Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Guarantors or by the Indemnified Holder and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in the second paragraph of Section 8(a), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Company, the Guarantors and each Holder of Transfer Restricted Securities agree that it would not be just and equitable if contribution pursuant to this Section 8(c) were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, none of the Holders (and its related Indemnified Holders) shall be required to contribute, in the aggregate, any amount in excess of the amount by which the total discount received by such Holder with respect to the Initial Senior Secured Notes exceeds the amount of any damages which such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of

Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(c) are several in proportion to the respective principal amount of Initial Senior Secured Notes held by each of the Holders hereunder and not joint.

SECTION 9. RULE 144A

The Company hereby agrees with each Holder, for so long as any Transfer Restricted Securities remain outstanding, to make available to any Holder or beneficial owner of Transfer Restricted Securities in connection with any sale thereof and any prospective purchaser of such Transfer Restricted Securities from such Holder or beneficial owner, the information required by Rule 144A(d)(4) under the Act in order to permit resales of such Transfer Restricted Securities pursuant to Rule 144A.

SECTION 10. PARTICIPATION IN UNDERWRITTEN REGISTRATIONS

No Holder may participate in any Underwritten Registration hereunder unless such Holder (a) agrees to sell such Holder's Transfer Restricted Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such underwriting arrangements.

SECTION 11. SELECTION OF UNDERWRITERS

The Holders of Transfer Restricted Securities covered by the Shelf Registration Statement who desire to do so may sell such Transfer Restricted Securities in an Underwritten Offering. In any such Underwritten Offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the Holders of a majority in aggregate principal amount of the Transfer Restricted Securities included in such OFFERING; PROVIDED, that such investment bankers and managers must be reasonably satisfactory to the Company.

SECTION 12. MISCELLANEOUS

(a) REMEDIES. The Company and the Guarantors agree that monetary damages (including the liquidated damages contemplated hereby) would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Registration Rights Agreement and hereby agree to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) NO INCONSISTENT AGREEMENTS. The Company will not, and will cause the Guarantors not to, on or after the date of this Registration Rights Agreement enter into any agreement with

respect to its securities that is inconsistent with the rights granted to the Holders in this Registration Rights Agreement or otherwise conflicts with the provisions hereof. Neither the Company nor any Guarantor has previously entered into any agreement granting any registration rights with respect to its securities to any Person. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's securities under any agreement in effect on the date hereof.

(c) ADJUSTMENTS AFFECTING THE SENIOR SECURED NOTES. The Company will not take any action, or permit any change to occur, with respect to the Senior Secured Notes that would materially and adversely affect the ability of the Holders to Consummate any Exchange Offer.

(d) AMENDMENTS AND WAIVERS. The provisions of this Registration Rights Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given unless the Company has obtained the written consent of Holders of a majority of the outstanding principal amount of Transfer Restricted Securities. Notwithstanding the foregoing, a waiver or consent to departure from the provisions hereof that relates exclusively to the rights of Holders whose securities are being tendered pursuant to the Exchange Offer and that does not affect directly or indirectly the rights of other Holders whose securities are not being tendered pursuant to such Exchange Offer may be given by the Holders of a majority of the outstanding principal amount of Transfer Restricted Securities being tendered or registered.

(e) NOTICES. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), telex, telecopier, or air courier guaranteeing overnight delivery:

(i) if to a Holder, at the address set forth on the records of the Registrar under the Indenture, with a copy to the Registrar under the Indenture; and

(ii) if to the Company:

EchoStar DBS Corporation
90 Inverness Circle East
Englewood, Colorado 80112

Telecopier No.: (303) 799-1675
Attention: David K. Moskowitz, Esq.

With a copy to:

Baker & Hostetler LLP
303 East 17th Avenue
Suite 1100
Denver, Colorado 80203

Telecopier No.: (303) 861-0600
Attention: Gregory S. Brown

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address specified in the Indenture.

(f) SUCCESSORS AND ASSIGNS. This Registration Rights Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including without limitation and without the need for an express assignment, subsequent Holders of Transfer Restricted Securities; PROVIDED, HOWEVER, that this Registration Rights Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign acquired Transfer Restricted Securities from such Holder.

(g) COUNTERPARTS. This Registration Rights Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) HEADINGS. The headings in this Registration Rights Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) GOVERNING LAW. THIS REGISTRATION RIGHTS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF.

(j) SEVERABILITY. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) ENTIRE AGREEMENT. This Registration Rights Agreement together with the other Operative Documents (as defined in the Purchase Agreement) is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Company with respect to the

Transfer Restricted Securities. This Registration Rights Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

ECHOSTAR DBS CORPORATION

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President, General Counsel and Secretary

ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President, General Counsel and Secretary

ECHOSTAR SATELLITE BROADCASTING CORPORATION

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President, General Counsel and Secretary

DISH, LTD.

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President, General Counsel and Secretary

DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION

By: /s/ STEPHEN J. KETCHUM

Name: Stephen J. Ketchum
Title: Senior Vice President

LEHMAN BROTHERS, INC.

By: /s/ JACK LANGER

Name: Jack Langer
Title: Managing Director

ECHOSTAR DBS CORPORATION

$375,000,000

12 1/2% SENIOR SECURED NOTES DUE 2002

INDENTURE

Dated as of June 25, 1997

First Trust National Association

Trustee

INDENTURE dated as of June 25, 1997 among EchoStar DBS Corporation (the "Company"), a Colorado corporation, the Guarantors (as defined herein) and First Trust National Association, as trustee (the "Trustee").

The Company, the Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the 12 1/2% Senior Secured Notes due 2002:

ARTICLE 1.

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. DEFINITIONS.

"ACCOUNTS RECEIVABLE SUBSIDIARY" means one Unrestricted Subsidiary of the Company specifically designated as an Accounts Receivable Subsidiary for the purpose of financing the accounts receivable of the Company, and provided that any such designation shall not be deemed to prohibit the Company from financing accounts receivable through any other entity, including without limitation, any other Unrestricted Subsidiary.

"ACCOUNTS RECEIVABLE SUBSIDIARY NOTES" means the notes to be issued by the Accounts Receivable Subsidiary for the purchase of accounts receivable.

"ACQUIRED DEBT" means, with respect to any specified person, Indebtedness of any other person existing at the time such other person merges with or into or becomes a Subsidiary of such specified person, or Indebtedness incurred by such person in connection with the acquisition of assets, including Indebtedness incurred in connection with, or in contemplation of, such other person merging with or into or becoming a Subsidiary of such specified person or the acquisition of such assets, as the case may be.

"ADDITIONAL PAYMENT OBLIGATIONS" means the portion of the payment obligations, under any vendor financing arrangements, of any of the Company, EchoStar or any of the Company's Subsidiaries with respect to the construction, launch or insurance of EchoStar IV in excess of $15.0 million.

"AFFILIATE" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise; PROVIDED, HOWEVER, that beneficial ownership of 10% or more of the voting securities of a person shall be deemed to be control; PROVIDED FURTHER that no individual, other than a director of EchoStar or an officer of EchoStar with a policy making function, shall be deemed an Affiliate of EchoStar or any of its Subsidiaries, solely by reason of such individual's employment, position or responsibilities by or with respect to EchoStar or any of its Subsidiaries.

"AGENT" means any Registrar, Paying Agent or co-registrar.

"BANK DEBT" means Indebtedness incurred pursuant to the Credit Agreement in an aggregate amount not to exceed 90% of the accounts receivable of the borrowers under the Credit Agreement eligible for inclusion in the borrowing base under the Credit Agreement, plus 75% of the inventory of the Credit Agreement borrowers under the Credit Agreement eligible for inclusion in the borrowing base under the Credit Agreement, plus 100% of the cash collateral and marketable securities of the Borrowers under the Credit Agreement eligible for inclusion in the borrowing base under the Credit Agreement.

"BANKRUPTCY LAW" means title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"BUSINESS DAY" means any day other than a Legal Holiday.

"CAPITAL LEASE" means, at the time any determination thereof is made, any lease of property, real or personal, in respect of which the present value of the minimum rental commitment would be capitalized on a balance sheet of the lessee in accordance with GAAP.

"CAPITAL LEASE OBLIGATION" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be so required to be capitalized on the balance sheet in accordance with GAAP.

"CAPITAL STOCK" means any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock or partnership or membership interests, whether common or preferred.

"CASH EQUIVALENTS" means: (a) U.S. dollars; (b) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof having maturities of not more than six months from the date of acquisition; (c) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case with any domestic commercial bank having capital and surplus in excess of $500 million; (d) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (b) and (c) entered into with any financial institution meeting the qualifications specified in clause (c) above; and (e) commercial paper rated P-1, A-l or the equivalent thereof by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, and in each case maturing within six months after the date of acquisition.

"CHANGE OF CONTROL" means: (a) any transaction or series of transactions (including, without limitation, a tender offer, merger or consolidation) the result of which is that the Principals and their Related Parties or an entity controlled by the Principals and their Related Parties cease to (i) be the "beneficial owners" (as defined in Rule 13(d)(3) under the Exchange Act) of at least 30% of the total Equity Interests in EchoStar and (ii) have the voting power to elect at least a majority of the Board of Directors of EchoStar; (b) the first day on which a majority of the members of the Board of Directors of EchoStar are not Continuing Directors; (c) any transaction or series of transactions (including, without limitation, a tender offer, merger or consolidation) the result of which is that the Principals and their Related

Parties or any entity controlled by the Principals and their Related Parties cease to be the "beneficial owners" (as defined in Rule 13(d)(3) under the Exchange Act) of at least 30% of the total Equity Interests in the Company and have the voting power to elect at least a majority of the Board of Directors of the Company, or (d) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors.

"COLLATERAL" means all assets pledged, mortgaged or collaterally assigned as Security pursuant to the Collateral Documents.

"COLLATERAL ASSIGNMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit I hereto.

"COLLATERAL DOCUMENTS" means (i) the Interest Escrow Agreement, (ii) the Satellite Escrow Agreement, (iii) the Stock Pledge Agreement, (iv) the Escrow Accounts Security Agreement, (v) the EchoStar IV Security Agreement, (vi) the Collateral Assignment and (vii) the Orbital Slot Security Agreement.

"COMMUNICATIONS ACT" means the Communications Act of 1934, as amended.

"CONSOLIDATED CASH FLOW" means, with respect to any person for any period, the Consolidated Net Income of such person for such period, plus, to the extent deducted in computing Consolidated Net Income: (a) provision for taxes based on income or profits; (b) Consolidated Interest Expense; (c) depreciation and amortization (including amortization of goodwill and other intangibles) of such person for such period; and (d) any extraordinary loss and any net loss realized in connection with any Asset Sale, in each case, on a consolidated basis determined in accordance with GAAP, provided that Consolidated Cash Flow shall not include interest income derived from the net proceeds of the Offering.

"CONSOLIDATED INTEREST EXPENSE" means, with respect to any person for any period, consolidated interest expense of such person for such period, whether paid or accrued (including amortization of original issue discount and deferred financing costs, non-cash interest payments and the interest component of Capital Lease Obligations), on a consolidated basis determined in accordance with GAAP.

"CONSOLIDATED NET INCOME" means, with respect to any person for any period, the aggregate of the Net Income of such person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; PROVIDED, HOWEVER, that: (a) the Net Income of any person that is not a Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to such person, in the case of a gain, or to the extent of any contributions or other payments by the referent person, in the case of a loss; (b) the Net Income of any person that is a Subsidiary that is not a Wholly Owned Subsidiary shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent person; (c) the Net Income of any person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded; (d) the Net Income of any Subsidiary of such person shall be excluded to the extent that the declaration or payment of dividends or similar distributions is not at the time permitted by operation of the terms of its charter or bylaws or any other agreement, instrument, judgment, decree,

order, statute, rule or government regulation to which it is subject; and (e) the cumulative effect of a change in accounting principles shall be excluded.

"CONSOLIDATED NET WORTH" means, with respect to any person, the sum of: (a) the stockholders' equity of such person; plus (b) the amount reported on such person's most recent balance sheet with respect to any series of preferred stock (other than Disqualified Stock) that by its terms is not entitled to the payment of dividends unless such dividends may be declared and paid only out of net earnings in respect of the year of such declaration and payment, but only to the extent of any cash received by such person upon issuance of such preferred stock, less: (i) all write-ups (other than write-ups resulting from foreign currency translations and write-ups of tangible assets of a going concern business made within 12 months after the acquisition of such business) subsequent to the date of the Indenture in the book value of any asset owned by such person or a consolidated Subsidiary of such person; and (ii) all unamortized debt discount and expense and unamortized deferred charges, all of the foregoing determined in accordance with GAAP.

"CONTINUING DIRECTOR" means, as of any date of determination, any member of the Board of Directors of EchoStar or the Company, as the case may be, who: (a) was a member of such Board of Directors on the date of the Indenture; or (b) was nominated for election or elected to such Board of Directors with the affirmative vote of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"CORPORATE TRUST OFFICE OF THE TRUSTEE" shall be at the address of the Trustee specified in Section 12.02 or such other address as to which the Trustee may give notice to the Company.

"CREDIT AGREEMENT" means any one or more credit agreements (which may include or consist of revolving credits) between EchoStar, the Company or any of the Company's Restricted Subsidiaries and one or more banks or other financial institutions providing financing for the business of EchoStar, the Company and the Company's Restricted Subsidiaries, PROVIDED that the lenders party to the Credit Agreement may not be Affiliates of EchoStar.

"CREDIT AGREEMENT BORROWERS" means Echo Acceptance Corporation, Echosphere Corporation, EchoStar International Corporation, Houston Tracker Systems, Inc., Satellite Source, Inc., EchoStar Satellite Corporation and DNCC.

"CUSTODIAN" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"DBS" means direct broadcast satellite.

"DEFAULT" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"DEFERRED PAYMENTS" means Indebtedness to satellite contractors incurred in connection with the construction and launch of EchoStar I, EchoStar II, EchoStar III and EchoStar IV in an amount not to exceed $135.0 million.

"DISH" means Dish, Ltd., a Nevada corporation.

"DISH GUARANTEE" means the Guarantee dated the date hereof, by Dish, of the Obligations of the Company under the Notes and this Indenture, in substantially the same form as Exhibit D hereto.

"DISH GUARANTEE DATE" means the earlier of: (i) the first date upon which Dish is permitted, pursuant to the terms of both the 1996 Notes Indenture and the 1994 Notes Indenture, to Guarantee the Company's total payment obligations under all of the then-outstanding Senior Secured Notes; and (ii) the first date upon which both the 1996 Notes and the 1994 Notes are no longer outstanding or have been defeased.

"DISH PREFERRED STOCK" means Dish's 8% Series A Cumulative Preferred Stock having an aggregate liquidation preference not in excess of $15.1 million.

"DISQUALIFIED STOCK" means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to date on which the Notes mature.

"DNCC" means Dish Network Credit Corporation, a Colorado corporation.

"ECHOSTAR" means EchoStar Communications Corporation, a Nevada corporation.

"ECHOSTAR DBS" means EchoStar DBS Corporation, a Colorado corporation.

"ECHOSTAR DBS SYSTEM" means the digital direct broadcast satellite system of the Company, as defined in the Offering Memorandum.

"ECHOSTAR I" means the Company's high-powered direct broadcast satellite designated as EchoStar I in the Offering Memorandum.

"ECHOSTAR II" means the Company's high-powered direct broadcast satellite designated as EchoStar II in the Offering Memorandum.

"ECHOSTAR III" means the high-powered direct broadcast satellite being constructed by DBSC as of the date of this Indenture, and any replacement satellite thereof to the extent permitted by the terms of the Indenture.

"ECHOSTAR IV" means the high-powered direct broadcast satellite being constructed which is designated as EchoStar IV in the Offering Memorandum, and any replacement satellite thereof to the extent permitted by the terms of this Indenture.

"ECHOSTAR IV SECURITY AGREEMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit J hereto.

"ECHOSTAR GUARANTEE" means the Guarantee by EchoStar of the Obligations of the Company under the Notes and this Indenture, in substantially the same form as Exhibit B hereto.

"ECHOSTAR RECEIVER SYSTEM" means a satellite dish, digital satellite receiver, remote control and related components, used in connection with the DBS service PROVIDED by EchoStar and its Subsidiaries.

"ELIGIBLE INSTITUTION" means a commercial banking institution that has combined capital and surplus of not less than $500 million or its equivalent in foreign currency, whose debt is rated Investment Grade at the time as of which any investment or rollover therein is made.

"EQUITY INTERESTS" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ESBC" means EchoStar Satellite Broadcasting Corporation.

"ESBC GUARANTEE" means the Guarantee dated the date hereof, by ESBC, of the Obligations of the Company under the Notes and this Indenture, in substantially the same form as Exhibit C hereto.

"ESBC GUARANTEE DATE" means the earlier of: (i) the first date upon which ESBC is permitted, pursuant to the terms of the 1996 Notes Indenture, to Guarantee the Company's total payment obligations under all of the then-outstanding Notes; and (ii) the first date upon which the 1996 Notes are no longer outstanding or have been defeased.

"ESC" means EchoStar Satellite Corporation.

"ESCROW AGENT" means First Trust National Association, as Escrow Agent under the Interest Escrow Agreement and the Satellite Escrow Agreement, or any successor thereto appointed pursuant to such agreements.

"ESCROW ACCOUNTS SECURITY AGREEMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit H hereto.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

"EXCHANGE NOTES" means 121/2% Senior Secured Notes Due 2002 issued by the Company, and containing terms identical to those of the Notes (except that such Exchange Notes shall have been issued in an exchange offer registered under the Securities Act), that are issued and exchanged for the Notes pursuant to the Registration Rights Agreement and this Indenture.

"EXISTING INDEBTEDNESS" means the Notes and any other Indebtedness of the Company and its Subsidiaries in existence on the date of the Indenture until such amounts are repaid.

"FCC" means Federal Communications Commission.

"FULL-CONUS ORBITAL SLOT" means the 101, 110 or 119 degrees West Longitude orbital slot.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the U.S., which are applicable as of the date of determination; PROVIDED, HOWEVER; that these definitions and all ratios and calculations contained in Sections 4.07, 4.08, 4.09 and 4.10 shall be determined in accordance with GAAP as in effect and applied by EchoStar and its Subsidiaries on the date of the Indenture, consistently applied; PROVIDED, FURTHER, that in the event of any change in GAAP or in any change by EchoStar or any of its Subsidiaries in GAAP applied that would result in any change in any such ratio or calculation, the Company shall deliver to the Trustee, each time any such ratio or calculation is required to be determined or made, an Officers' Certificate setting forth the computations showing the effect of such change or application on such ratio or calculation.

"GLOBAL NOTE" means a Note evidencing all or part of the Notes issued to the Depositary for such Notes.

"GOVERNMENT SECURITIES" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States of America is pledged.

"GUARANTEE" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness.

"GUARANTOR" means EchoStar and any other entity that executes a Guarantee of the obligations of the Company under the Notes, and their respective successors and assigns.

"HEDGING OBLIGATIONS" means, with respect to any person, the obligations of such person under: (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and (b) other agreements or arrangements designed to protect such person against fluctuations in interest rates.

"HOLDER" means a Person in whose name a Note is registered.

"INDEBTEDNESS" means, with respect to any person, any indebtedness of such person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or representing the balance deferred and unpaid of the purchase price of any property (including pursuant to capital leases) or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing (other than Hedging Obligations) would appear as a liability upon a balance sheet of such person prepared in accordance with GAAP, and also includes, to the extent not otherwise included, the Guarantee of items that would be included within this definition.

"INDEBTEDNESS TO CASH FLOW RATIO" means, with respect to any person, the ratio of: (a) the Indebtedness of such person and its Subsidiaries as of the end of the most recently ended fiscal quarter, plus the amount of any Indebtedness incurred subsequent to the end of such fiscal quarter; to (b) such person's Consolidated Cash Flow for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such event for which such calculation is being made shall occur (the "Measurement Period"), PROVIDED, HOWEVER; that: (i) in making such computation, Indebtedness shall include the total amount of funds outstanding and available under any revolving credit facilities; and (ii) in the event that the Company or any of its Subsidiaries consummates a material acquisition or an Asset Sale or other disposition of assets subsequent to the commencement of the Measurement Period but prior to the event for which the calculation of the Indebtedness to Cash Flow Ratio is made, then the Indebtedness to Cash Flow Ratio shall be calculated giving pro forma effect to such material acquisition or Asset Sale or other disposition of assets, as if the same had occurred at the beginning of the applicable period.

"INDENTURE" means this Indenture, as amended or supplemented from time to time.

"IN-ORBIT INSURANCE" means, with respect to a satellite, In-Orbit insurance providing coverage beginning 180 days after the launch (or contemporaneously with the expiration of any applicable Launch Insurance) of such satellite in an amount which is, together with cash and Cash Equivalents (not including cash and Cash Equivalents in the Satellite Escrow Account) segregated and reserved on the balance sheet of the Company, for the duration of the useful life of the satellite or until applied in accordance with the covenant entitled "Maintenance of Insurance," in an amount equal to or greater than the cost of construction, launch and insurance of such satellite, which insurance shall provide pro rata benefits to the insured upon a loss of more than 20% of the capacity of such satellite and shall compensate the insured for a total loss upon a loss of more than 50% of the capacity of such satellite. For purposes of the Indenture, the proceeds of any In-Orbit Insurance shall be deemed to include the amount of cash and Cash Equivalents segregated and reserved by the Company for purposes of the preceding sentence.

"INTEREST ESCROW ACCOUNT" means an escrow account for the deposit of the proceeds from the sale of the Notes under the Interest Escrow Agreement.

"INTEREST ESCROW AGREEMENT" means the Interest Escrow Agreement, dated as of the date hereof, by and among the Escrow Agent, the Trustee and the Company, governing the disbursement and loan of funds from the Interest Escrow Account, in the form of Exhibit E.

"INVESTMENT GRADE" means with respect to a security, that such security is rated, by at least two nationally recognized statistical rating organizations, in one of each such organization's four highest generic rating categories.

"INVESTMENTS" means, with respect to any person, all investments by such person in other persons (including Affiliates) in the forms of loans (including Guarantees), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

"LAUNCH CONTRACT" means any contract for the launching of EchoStar IV into geostationary transfer orbit.

"LAUNCH INSURANCE" means, with respect to a satellite, launch insurance (including, at the option of the Company, reflight coverage for any launch by Lockheed Martin or LKE, PROVIDED that such coverage permits assignment of the right to any subsequent launch, without consent of the launch provider) covering the period of the launch of such satellite to 180 days after such launch (or for such period as otherwise specified in the applicable policy) in an amount which, together with cash and Cash Equivalents segregated and reserved on the consolidated balance sheet of the Company until the successful launch of such satellite or until applied in accordance with the covenant entitled "Maintenance of Insurance," is equal to or greater than the cost of construction, launch and insurance of such satellite, which insurance shall provide pro rata benefits to the insured upon a loss of more than 20% of the capacity of such satellite and shall compensate the insured for a total loss upon a loss of more than 50% of the capacity of such satellite; PROVIDED, HOWEVER, that the amount of cash and Cash Equivalents that may be used by the Company for purposes of this definition may include cash and Cash Equivalents contained in the Satellite Escrow Account only for purposes of Launch Insurance with respect to EchoStar IV, but only to the extent that the Company certifies, in an Officers' Certificate delivered to the Trustee, that such cash and Cash Equivalents are reasonably not expected to be necessary for the completion of the development, construction, launch and operation of the relevant satellite. For purposes of the Indenture, the proceeds of any Launch Insurance shall be deemed to include the amount of cash and Cash Equivalents segregated and reserved by the Company for purposes of the preceding sentence.

"LEGAL HOLIDAY" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

"LIEN" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent status) of any jurisdiction).

"LKE" means Lockheed-Khruenichev-Energia, Inc., a Delaware corporation.

"LOCKHEED MARTIN" means Lockheed Martin Corporation, a Maryland corporation, and its successors.

"LOCKHEED MARTIN SATELLITE CONTRACT" means the Satellite Contract, dated as of July 18, 1996, between Lockheed Martin and the Company, as amended from time to time.

"MARKETABLE SECURITIES" means: (a) Government Securities; (b) any certificate of deposit maturing not more than 365 days after the date of acquisition issued by, or time deposit of, an Eligible Institution; (c) commercial paper maturing not more than 365 days after the date of acquisition issued by a corporation (other than an Affiliate of the Company)

with an Investment Grade rating, at the time as of which any investment therein is made, issued or offered by an Eligible Institution; (d) any bankers acceptances or money market deposit accounts issued or offered by an Eligible Institution; and (e) any fund investing exclusively in investments of the types described in clauses (a) through (d) above.

"MINIMUM APPRAISED VALUE" means: (a) an appraised value determined and set forth in writing by a nationally recognized appraisal firm experienced in the industry described under Section 4.18 of this Indenture in an amount not less than the aggregate principal amount of Senior Secured Notes then outstanding plus all accrued and unpaid interest thereon (less any funds remaining in the Interest Escrow Account as of the date of determination); or (b) a satellite of equal or greater value as compared to EchoStar IV.

"NET INCOME" means, with respect to any person, the net income (loss) of such person, determined in accordance with GAAP, excluding, however, any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with any Asset Sale (including, without limitation, dispositions pursuant to sale and leaseback transactions), and excluding any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

"NET PROCEEDS" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries, as the case may be, in respect of any Asset Sale, net of the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, and sales commissions) and any relocation expenses incurred, as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that are the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets. Net Proceeds shall exclude any non-cash proceeds received from any Asset Sale, but shall include such proceeds when and as converted by the Company or any Restricted Subsidiary to cash.

"1994 NOTES INDENTURE" means the Indenture relating to the 1994 Notes.

"1994 NOTES" means the 12 7/8% Senior Discount Notes due 2004 of Dish.

"1994 CREDIT AGREEMENT" has the meaning set forth in the 1996 Notes Indenture.

"1996 NOTES INDENTURE" means the Indenture relating to the 1996 Notes.

"1996 NOTES" means the 13 1/8% Senior Discount Notes due 2004 of ESBC.

"NON-RECOURSE INDEBTEDNESS" of any person means Indebtedness of such person that: (i) is not guaranteed by any other person (except a Wholly Owned Subsidiary of the referent person); (ii) is not recourse to and does not obligate any other person (except a Wholly Owned Subsidiary of the referent person) in any way; (iii) does not subject any property or assets of any other person (except a Wholly Owned Subsidiary of the referent person), directly or indirectly, contingently or otherwise, to the satisfaction thereof; and (iv) is not

required by GAAP to be reflected on the financial statements of any other person (other than a Subsidiary of the referent person) prepared in accordance with GAAP.

"NOTES" means the 12 1/2% Senior Secured Notes due 2002 issued under this Indenture on the date of this Indenture. For purpose of this Indenture, the term "Notes" shall include any Exchange Notes and all Notes and Exchange Notes shall vote together as a single class.

"OBLIGATIONS" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"OFFERING MEMORANDUM" means the Offering Memorandum dated June 25, 1997 relating to the offering of the Notes.

"OFFICER" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, Controller, Secretary or any Vice-President of such Person.

"OFFICERS' CERTIFICATE" means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, principal financial officer, treasurer or principal accounting officer of the Company.

"OPINION OF COUNSEL" means an opinion from legal counsel, who may be an employee of or counsel to the Company (or any Guarantor, if applicable), any Subsidiary of the Company (or any Guarantor, if applicable) or the Trustee.

"ORBITAL SLOT SECURITY AGREEMENT" means the Security Agreement dated the date hereof, substantially in the form of Exhibit K hereto.

"PERMITTED INVESTMENTS" means: (a) Investments in the Company or in a Wholly Owned Subsidiary of the Company, other than Unrestricted Subsidiaries of the Company, (b) Investments in Cash Equivalents and Marketable Securities; (c) conversion of debentures of SSET and DBS Industries, Inc. ("DBSI"), in accordance with their terms, into Equity Interests of SSET and DBSI; and (d) Investments by the Company or any Subsidiary of the Company in a person if, as a result of such Investment: (i) such person becomes a Wholly Owned Restricted Subsidiary of the Company, or (ii) such person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Wholly Owned Subsidiary of the Company that is not an Unrestricted Subsidiary of the Company.

"PERMITTED LIENS" means: (a) Liens securing the Notes; (b) Liens securing the Deferred Payments; (c) Liens on EchoStar IV to the extent permitted under Article X of this Indenture and the Collateral Documents; (d) Liens securing the Bank Debt on current assets of the Company's Restricted Subsidiaries; (e) Liens securing the 1996 Notes and the 1994 Notes; (f) Liens securing Purchase Money Indebtedness, PROVIDED that such Indebtedness was permitted to be incurred by the terms of the Indenture and such Liens do not extend to any assets of the Company or its Restricted Subsidiaries other than the assets so acquired; (g) Liens securing Indebtedness the proceeds of which are used to develop, construct, launch or

insure any satellites other than EchoStar I, EchoStar II, EchoStar III or EchoStar IV (or any permitted replacements thereof), PROVIDED that such Indebtedness was permitted to be incurred by the terms of the Indenture and such Liens do not extend to any assets of the Company or its Restricted Subsidiaries other than such satellites being developed, constructed, launched or insured and to the related licenses, permits and construction, launch, insurance and TT&C contracts; (h) Liens on orbital slots, licenses and other assets and rights of the Company, PROVIDED that such orbital slots, licenses and other assets and rights relate solely to the satellites referred to in clause (g) of this definition; (i) Liens on property of a person existing at the time such person is merged into or consolidated with the Company or any Restricted Subsidiary of the Company, PROVIDED, that such Liens were not incurred in connection with, or in contemplation of, such merger or consolidation, other than in the ordinary course of business; (j) Liens on property of an Unrestricted Subsidiary at the time that it is designated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary," PROVIDED that such liens were not incurred in connection with, or contemplation of, such designation; (k) Liens on property existing at the time of acquisition thereof by the Company or any Restricted Subsidiary of the Company; PROVIDED that such Liens were not incurred in connection with, or in contemplation of, such acquisition and do not extend to any assets of the Company or any of its Restricted Subsidiaries other than the property so acquired; (l) Liens to secure the performance of statutory obligations, surety or appeal bonds or performance bonds, or landlords', carriers', warehousemen's, mechanics', suppliers', materialmen's or other like Liens, in any case incurred in the ordinary course of business and with respect to amounts not yet delinquent or being contested in good faith by appropriate process of law, if a reserve or other appropriate provision, if any, as is required by GAAP shall have been made therefore; (m) Liens existing on the date of the Indenture; (n) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; PROVIDED that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor; (o) Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company (including, without limitation, Liens securing Purchase Money Indebtedness) with respect to obligations that do not exceed $2 million in principal amount in the aggregate at any one time outstanding; and (p) extensions, renewals or refundings of any Liens referred to in clauses (a) through (o) above, PROVIDED that any such extension, renewal or refunding does not extend to any assets or secure any Indebtedness not securing or secured by the Liens being extended, renewed or refinanced.

"PERSON" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust or unincorporated organization (including any subdivision or ongoing business of any such entity or substantially all of the assets of any such entity, subdivision or business).

"PREFERRED EQUITY INTEREST", in any person, means an Equity Interest of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such person, over Equity Interests of any other class in such person.

"PRINCIPALS" means Charles W. Ergen, James DeFranco, R. Scott Zimmer, Steven B. Schaver and David K. Moskowitz.

"PURCHASE MONEY INDEBTEDNESS" means indebtedness of the Company or any of its Restricted Subsidiaries incurred (within 180 days of such purchase) to finance the purchase of any assets of the Company or any of its Restricted Subsidiaries: (a) to the extent the amount of Indebtedness thereunder does not exceed 80% of the purchase cost of such assets; (b) to the extent the purchase cost of such assets is or should be included in "additions to property, plant and equipment" in accordance with GAAP; (c) to the extent that such Indebtedness is not recourse to the Company or any of its Restricted Subsidiaries or any of their respective assets, other than the assets so purchased; and (d) if the purchase of such assets is not part of an acquisition of any Person.

"RECEIVER SUBSIDY" means a subsidy, rebate or other similar payment by EchoStar or any of its Subsidiaries, in the ordinary course of business, to subscribers, vendors or distributors, relating to an EchoStar Receiver System, not to exceed the cost of such EchoStar Receiver System, together with the cost of installation of such EchoStar Receiver System.

"RECEIVABLES TRUST" means a trust organized solely for the purpose of securitizing the accounts receivable held by the Accounts Receivable Subsidiary that (a) shall not engage in any business other than (i) the purchase of accounts receivable or participation interests therein from the Accounts Receivable Subsidiary and the servicing thereof, (ii) the issuance of and distribution of payments with respect to the securities permitted to be issued under clause (b) below and (iii) other activities incidental to the foregoing, (b) shall not at any time incur Indebtedness or issue any securities, except (i) certificates representing undivided interests in the Trust issued to the Accounts Receivable Subsidiary and (ii) debt securities issued in an arm's length transaction for consideration solely in the form of cash and Cash Equivalents, all of which (net of any issuance fees and expenses) shall promptly be paid to the Accounts Receivable Subsidiary, and (c) shall distribute to the Accounts Receivable Subsidiary as a distribution on the Accounts Receivable Subsidiary's beneficial interest in the Receivables Trust no less frequently than once every six months all available cash and Cash Equivalents held by it, to the extent not required for reasonable operating expenses or reserves therefor or to service any securities issued pursuant to clause (b) above that are not held by the Accounts Receivable Subsidiary.

"RELATED PARTY" means, with respect to any Principal, (a) the spouse and each immediate family member of such Principal and (b) each trust, corporation, partnership or other entity of which such Principal beneficially holds an 80% or more controlling interest.

"REGISTRATION RIGHTS AGREEMENT" means the Registration Rights Agreement among the Company, the Guarantors, Donaldson, Lufkin & Jenrette Securities Corporation and Smith Barney Inc.

"RESPONSIBLE OFFICER," when used with respect to the Trustee, means any officer within the Corporate Trust Administration of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"RESTRICTED INVESTMENT" means an Investment other than Permitted Investments.

"RESTRICTED SUBSIDIARY" means, any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof, other than Unrestricted Subsidiaries.

"SATELLITE CONTRACT" means any contract relating to the construction of EchoStar IV, including, without limitation, the Lockheed Martin Satellite Contract.

"SATELLITE ESCROW ACCOUNT" means an escrow account for the deposit of the proceeds from the sale of the Notes under the Satellite Escrow Agreement.

"SATELLITE ESCROW AGREEMENT" means the Satellite Escrow Agreement, dated as of the date hereof, by and among the Escrow Agent, the Trustee and the Company, governing the disbursement and loan of funds from the Satellite Escrow Account, in the form of Exhibit F.

"SATELLITE RECEIVER" means any satellite receiver capable of receiving programming from the EchoStar DISH Network-SM-.

"SEC" means the Securities and Exchange Commission.

"SECURITIES ACT" means the Securities Act of 1933, as amended.

"SENIOR ECHOSTAR INDEBTEDNESS" means all Indebtedness for borrowed money of EchoStar, whether outstanding on the date of this Indenture or incurred after the date of this Indenture, which is not by its terms subordinate and junior to other Indebtedness of EchoStar.

"SIGNIFICANT SUBSIDIARY" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of this Indenture.

"SPRINGING GUARANTEES" means the Guarantees by the Springing Guarantors of the Obligations of the Company under the Notes and this Indenture.

"SPRINGING GUARANTORS" means Dish and ESBC.

"SSET" means Satellite Systems Engineering Technologies, Inc. and its Affiliates.

"STOCK PLEDGE AGREEMENT" means the Pledge Agreement dated the date hereof, substantially in the form of Exhibit G hereto.

"SUBSIDIARY" means, with respect to any person, any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other Subsidiaries of such person or a combination thereof.

"SUPPLEMENTAL INDENTURE" means any supplemental indenture relating to this Indenture.

"TIA" means the Trust Indenture Act of 1939 as in effect on the date on which this Indenture is qualified under the TIA.

"TRUSTEE" means the party named as such above until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"TT&C" means telemetry, tracking and control.

"UNRESTRICTED SUBSIDIARY" means; (A) EchoStar Real Estate Corporation, EchoStar International (Mauritius) Ltd., EchoStar Manufacturing and Distribution Pvt. Ltd. and Satrec Mauritius Ltd.; and (B) any Subsidiary of the Company designated as an Unrestricted Subsidiary in a resolution of the Board of Directors of the Company: (a) no portion of the Indebtedness or any other obligation (contingent or otherwise) of which, at the time of such designation: (i) is guaranteed by the Company or any other Subsidiary of the Company (other than another Unrestricted Subsidiary); (ii) is recourse to or obligates the Company or any other Subsidiary of the Company (other than another Unrestricted Subsidiary) in any way; or (iii) subjects any property or asset of the Company or any other Subsidiary of the Company (other than another Unrestricted Subsidiary), directly or indirectly, contingently or otherwise, to satisfaction thereof; (b) with which neither the Company nor any other Subsidiary of the Company (other than another Unrestricted Subsidiary) has any contract, agreement, arrangement, understanding or is subject to an obligation of any kind, written or oral, other than on terms no less favorable to the Company or such other Subsidiary than those that might be obtained at the time from persons who are not Affiliates of the Company; (c) with which neither the Company nor any other Subsidiary of the Company (other than another Unrestricted Subsidiary) has any obligation: (i) to subscribe for additional shares of Capital Stock or other equity interests therein; or (ii) to maintain or preserve such Subsidiary's financial condition or to cause such Subsidiary to achieve certain levels of operating results and (d) which does not provide direct broadcast services in any capacity other than as a selling, billing and collection agent for one or more of the Company and its Restricted Subsidiaries; PROVIDED, HOWEVER, that none of the Company, Dish, EchoStar Satellite Corporation, DirectSat Corporation, Echo Acceptance Corporation, Houston Tracker Systems, Inc., EchoStar International Corporation and Echosphere Corporation may be designated as Unrestricted Subsidiaries. At the time that the Company designates a Subsidiary as an Unrestricted Subsidiary, the Company will be deemed to have made a Restricted Investment in an amount equal to the fair market value (as determined in good faith by the Board of Directors of the Company evidenced by a resolution of the Board of Directors of the Company and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value of such Subsidiary exceeds $10 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Company) of such Subsidiary; provided that the Company may designate DNCC as an Unrestricted Subsidiary at any time and such designation shall not be deemed a Restricted Investment if, but only if, the provisions of clauses (B) (a), (b), (c) and (d) shall have been complied with prior to such designation. An Unrestricted Subsidiary may be designated as a Restricted Subsidiary of the Company if, at the time of such designation after giving pro forma effect thereto as if such designation had occurred at the beginning of the

applicable four-quarter period, the Company would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Cash Flow Ratio test set forth in the covenant entitled "--Incurrence of Indebtedness, Issuance of Disqualified Stock and Issuance of Preferred Equity Interest of Subsidiaries."

"WEIGHTED AVERAGE LIFE TO MATURITY" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding principal amount of such Indebtedness into (b) the total of the product obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment.

"WHOLLY OWNED RESTRICTED SUBSIDIARY" means a Wholly Owned Subsidiary of the Company that is a Restricted Subsidiary of the Company.

"WHOLLY OWNED SUBSIDIARY" means, with respect to any person, any Subsidiary all of the outstanding voting stock (other than directors' qualifying shares) of which is owned by such person, directly or indirectly.

SECTION 1.02. OTHER DEFINITIONS.

TERM	DEFINED IN SECTION
"Affiliate Transaction"	4.11
"Asset Sale"	4.10
"Change of Control Offer"	4.15
"Change of Control Payment"	4.15
"Change of Control Payment Date"	4.15
"Covenant Defeasance"	8.03
"EAC"	4.07
"Event of Default"	6.01
"Excess Proceeds"	4.10; 4.16; 3.09
"Excess Proceeds Offer"	3.09
"Incur"	4.09
"Legal Defeasance"	8.02
"Offer Amount"	3.09
"Offer Payment"	4.21
"Offer Payment Date"	4.21
"Offer Period"	3.09
"Offer to Purchase"	4.21
"Paying Agent"	2.04
"Payment Default"	6.01
"Permitted Refinancing"	4.09
"Purchase Date"	3.09
"Refinancing Indebtedness"	4.09
"Registrar"	2.04
"Restricted Payments"	4.07
"Significant Transaction"	4.22

"Special Offer Payment" 4.22
"Special Offer Payment Date". 4.22
"Special Offer to Purchase" 4.22
"Strategic Partner" 4.22
"Subordinate and junior". 11.01

SECTION 1.03. INCORPORATION BY REFERENCE OF TRUST INDENTURE ACT.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

"INDENTURE SECURITIES" means the Notes and any Guarantee of the Notes;

"INDENTURE SECURITY HOLDER" means a Holder of a Note;

"INDENTURE TO BE QUALIFIED" means this Indenture;

"INDENTURE TRUSTEE" or "INSTITUTIONAL TRUSTEE" means the Trustee;

"OBLIGOR" on the Notes means each of the Company and any successor obligor upon the Notes or any Guarantor.

All other terms used in this Indenture that are defined by the TIA, defined by reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

SECTION 1.04. RULES OF CONSTRUCTION.

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular; and

(5) provisions apply to successive events and transactions.

ARTICLE 2.
THE NOTES

SECTION 2.01. FORM AND DATING.

The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto, the terms of which are incorporated in and made a part of this Indenture. The Guarantees of the Notes by the Guarantors shall be substantially in the forms set forth in Article 11, the terms of which are incorporated in and made a part of this Indenture. The Notes and the Guarantees of the Notes by the Guarantors may have notations, legends or endorsements approved as to form by the Company or the Guarantors, as the case may be, and required by law, stock exchange rule, agreements to which the Company or the Guarantors, as the case may be, are subject or usage. Each Note shall be dated the date of its authentication. The Notes shall be issuable only in denominations of $1,000 and integral multiples thereof.

The Notes shall be issued in the form of Global Notes and the Depository Trust Company, its nominees, and their respective successors, shall act as the Depositary with respect thereto. Each Global Note shall (i) be registered in the name of the Depositary for such Global Note or the nominee of such Depositary, (ii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions, and (iii) shall bear a legend substantially to the following effect: Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Any Note not registered under the Securities Act shall bear the following legend on the face thereof:

> "THIS NOTE (OR ITS PREDECESSOR) HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT)(A "QIB"), (2) AGREES THAT IT WILL NOT, WITHIN THE TIME PERIOD REFERRED TO UNDER RULE 144(k) (TAKING INTO ACCOUNT THE PROVISIONS OF RULE 144(d) UNDER THE SECURITIES ACT, IF APPLICABLE) UNDER THE SECURITIES ACT AS IN EFFECT ON THE DATE OF THE TRANSFER OF

THIS NOTE, RESELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON WHOM THE HOLDER REASONABLY BELIEVES IS A QIB PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (D) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY) OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AND (3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. THE INDENTURE CONTAINS A PROVISION REQUIRING THE TRUSTEE TO REFUSE TO REGISTER ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING RESTRICTIONS."

The Trustee must refuse to register any transfer of a Note bearing such legend that would violate the restrictions described in such legend.

SECTION 2.02. FORM OF EXECUTION AND AUTHENTICATION.

Two Officers of the Company shall sign the Notes for the Company by manual or facsimile signature. The Company's seal shall be reproduced on the Notes.

If an Officer whose signature is on a Note no longer holds that office at the time the Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature of the Trustee shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall, upon a written order of the Company signed by two Officers of the Company, authenticate Notes for original issue up to an aggregate principal amount of $375,000,000 of the Notes exchanged therefor. The aggregate principal amount of Notes outstanding at any time shall not exceed the amount set forth herein except as provided in Section 2.07.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating

agent has the same rights as an Agent to deal with the Company or any Affiliate of the Company.

SECTION 2.03. REGISTRAR AND PAYING AGENT.

The Company shall maintain (i) an office or agency where Notes may be presented for registration of transfer or for exchange (including any co-registrar, the "REGISTRAR") and (ii) an office or agency where Notes may be presented for payment ("PAYING AGENT"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent, Registrar or co-registrar without prior notice to any Holder of a Note. The Company shall notify the Trustee and the Trustee shall notify the-Holders of the Notes of the name and address of any Agent not a party to this Indenture. The Company or any Guarantor may act as Paying Agent, Registrar or co-registrar. The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, which shall incorporate the provisions of the TIA. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee of the name and address of any such Agent. If the Company fails to maintain a Registrar or Paying Agent, or fails to give the foregoing notice, the Trustee shall act as such, and shall be entitled to appropriate compensation in accordance with Section 7.07.

The Company initially appoints the Trustee as Registrar, Paying Agent and agent for service of notices and demands in connection with the Notes.

SECTION 2.04. PAYING AGENT TO HOLD MONEY IN TRUST.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders of the Notes or the Trustee all money held by the Paying Agent for the payment of principal of, premium, if any, and interest on the Notes, and shall notify the Trustee of any Default by the Company or any Guarantor in making any such payment. While any such Default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Guarantor) shall have no further liability for the money delivered to the Trustee. If the Company or a Guarantor acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders of the Notes all money held by it as Paying Agent.

SECTION 2.05. LISTS OF HOLDERS OF THE NOTES.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of the Notes and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders of the Notes, including the aggregate principal amount of the Notes held by each thereof, and the Company and each Guarantor shall otherwise comply with TIA Section 312(a).

SECTION 2.06. TRANSFER AND EXCHANGE.

When Notes are presented to the Registrar with a request to register the transfer or to exchange them for an equal principal amount of Notes of other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met; PROVIDED, HOWEVER, that any Note presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar and the Trustee duly executed by the Holder thereof or by his attorney duly authorized in writing. To permit registrations of transfer and exchanges, the Company shall issue and the Trustee shall authenticate Notes at the Registrar's request, subject to such rules as the Trustee may reasonably require.

Neither the Company nor the Registrar shall be required to (i) issue, register the transfer of or exchange Notes during a period beginning at the opening of business on a Business Day 15 days before the day of any selection of Notes for redemption under Section 3.02 or (ii) register the transfer of or exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

No service charge shall be made to any Holder of a Note for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.10, 3.06, 3.09 or 9.05, which shall be paid by the Company).

Prior to due presentment to the Trustee for registration of the transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of, premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and neither the Trustee, any Agent nor the Company shall be affected by notice to the contrary.

SECTION 2.07. REPLACEMENT NOTES.

If any mutilated Note is surrendered to the Trustee, or the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon the written order of the Company signed by two Officers of the Company, shall authenticate a replacement Note if the Trustee's requirements for replacements of Notes are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent or any authenticating agent from any loss which any of them may suffer if a Note is replaced. Each of the Company and the Trustee may charge for its expenses in replacing a Note.

Every replacement Note is an additional obligation of the Company and the Guarantors.

SECTION 2.08 OUTSTANDING NOTES.

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section as not outstanding.

If a Note is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue.

Subject to Section 2.09, a Note does not cease to be outstanding because the Company, a Subsidiary of the Company or an Affiliate of the Company holds the Note.

SECTION 2.09. TREASURY NOTES.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company, any Subsidiary of the Company or any Affiliate of the Company shall be considered as though not outstanding, except that for purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Responsible Officer knows to be so owned shall be so considered. Notwithstanding the foregoing, Notes that are to be acquired by the Company, any Subsidiary of the Company or an Affiliate of the Company pursuant to an exchange offer, tender offer or other agreement shall not be deemed to be owned by the Company, a Subsidiary of the Company or an Affiliate of the Company until legal title to such Notes passes to the Company, such Subsidiary or such Affiliate, as the case may be.

SECTION 2.10. TEMPORARY NOTES.

Until definitive Notes are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of definitive Notes but may have variations that the Company and the Trustee consider appropriate for temporary Notes. Without unreasonable delay, the Company shall prepare and the Trustee, upon receipt of the written order of the Company signed by two Officers of the Company, shall authenticate definitive Notes in exchange for temporary Notes. Until such exchange, temporary Notes shall be entitled to the same rights, benefits and privileges as definitive Notes.

SECTION 2.11. CANCELLATION.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall destroy canceled Notes (subject to the record retention requirement of the Exchange Act), unless the Company directs canceled Notes to be returned to it. The Company may not issue new Notes

to replace Notes that it has redeemed or paid or that have been delivered to the Trustee for cancellation. All canceled Notes held by the Trustee shall be destroyed and certification of their destruction delivered to the Company, unless by a written order, signed by two Officers of the Company, the Company shall direct that canceled Notes be returned to it.

SECTION 2.12. DEFAULTED INTEREST.

If the Company defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders of the Notes on a subsequent special record date, which date shall be at the earliest practicable date but in all events at least five Business Days prior to the payment date, in each case at the rate provided in the Notes. The Company shall, with the consent of the Trustee, fix or cause to be fixed each such special record date and payment date. At least 15 days before the special record date, the Company (or the Trustee, in the name of and at the expense of the Company) shall mail to Holders of the Notes a notice that states the special record date, the related payment date and the amount of such interest to be paid.

SECTION 2.13. RECORD DATE.

The record date for purposes of determining the identity of Holders of the Notes entitled to vote or consent to any action by vote or consent authorized or permitted under this Indenture shall be determined as provided for in TIA Section 316(c).

SECTION 2.14. CUSIP NUMBER.

The Company in issuing the Notes may use a "CUSIP" number and, if it does so, the Trustee shall use the CUSIP number in notices of redemption or exchange as a convenience to Holders; PROVIDED that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP number printed in the notice or on the Notes and that reliance may be placed only on the other identification numbers printed on the Notes. The Company will promptly notify the Trustee of any change in the CUSIP number.

ARTICLE 3.
REDEMPTION

SECTION 3.01. NOTICES TO TRUSTEE.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07, it shall furnish to the Trustee, at least 45 days (unless a shorter period is acceptable to the Trustee) but not more than 60 days before a redemption date, an Officers' Certificate setting forth (i) the redemption date, (ii) the principal amount of Notes to be redeemed and (iii) the redemption price.

SECTION 3.02. SELECTION OF NOTES TO BE REDEEMED.

If less than all of the Notes are to be redeemed at any time, the selection of Notes for redemption will be made by the Trustee in compliance with the requirements of the principal

national securities exchange, if any, on which the Notes are listed, or if the Notes are not so listed on a PRO RATA basis, by lot or in accordance with any other method the Trustee considers fair and appropriate, PROVIDED that no Notes with a principal amount of $1,000 or less shall be redeemed in part. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of them selected shall be in amounts of $1,000 or whole multiples of $1,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

SECTION 3.03. NOTICE OF REDEMPTION.

Subject to the provisions of Section 3.09, at least 30 days but not more than 60 days before a redemption date, the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address.

The notice shall identify the Notes to be redeemed and shall state:

(a) the redemption date;

(b) the redemption price;

(c) if any Note is being redeemed in part only, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion shall be issued;

(d) the name and address of the Paying Agent;

(e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(g) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; PROVIDED, HOWEVER, that the Company shall have delivered to the Trustee, at least 45 days (unless a shorter period is acceptable to the Trustee) prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

SECTION 3.04. EFFECT OF NOTICE OF REDEMPTION.

Once notice of redemption is mailed in accordance with Section 3.03, Notes called for redemption become due and payable on the redemption date at the redemption price.

SECTION 3.05. DEPOSIT OF REDEMPTION PRICE.

On or prior to any redemption date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued interest on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued interest on, all Notes to be redeemed.

On and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes.

SECTION 3.06. NOTES REDEEMED IN PART.

Upon surrender and cancellation of a Note that is redeemed in part, the Company shall issue and the Trustee shall authenticate for the Holder of the Notes at the expense of the Company a new Note equal in principal amount to the unredeemed portion of the Note surrendered.

SECTION 3.07. OPTIONAL REDEMPTION.

Except as provided in the next paragraph, the Company shall not have the option to redeem the Notes prior to July 1, 2000. Thereafter, the Company shall have the option to redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, together with accrued and unpaid interest thereon to the applicable redemption date, if redeemed during the 12-month period beginning on July 1 of the years indicated below:

YEAR	PERCENTAGE
2000	106.250%
2001	103.125%
2002	100.000%

Notwithstanding the foregoing, at any time prior to July 1, 2000, the Company may redeem Notes at a redemption price equal to 112.50% of the principal amount thereof on the repurchase date with the net proceeds of one public or private sale of Equity Interests (other than Disqualified Stock) of EchoStar, the Company or any of their Subsidiaries (other than proceeds from a sale to EchoStar, the Company or any of their Subsidiaries); PROVIDED that (a) at least two-thirds in aggregate principal amount of the Notes originally issued remain outstanding immediately after the occurrence of such redemption and (b) such redemption occurs within 120 days of the date of the closing of any such sale.

SECTION 3.08. MANDATORY REDEMPTION.

The Notes will not be subject to any mandatory redemption or sinking fund provisions.

SECTION 3.09. OFFER TO PURCHASE BY APPLICATION OF EXCESS PROCEEDS.

When the cumulative amount of Excess Proceeds that have not been applied in accordance with Section 4.10 and 4.16 herein or this Section 3.09, exceeds $5 million, the Company shall be obligated to make an offer to all Holders of the Notes (an "EXCESS PROCEEDS OFFER") to purchase the maximum principal amount of Notes that may be purchased out of such Excess Proceeds at an offer price in cash in an amount equal to 101% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for the closing of such offer in accordance with the procedures set forth in this Indenture. If the aggregate principal amount of Notes surrendered by Holders thereof exceeds the amount of such Excess Proceeds, the Trustee shall select the Notes to be purchased on a PRO RATA basis.

The Excess Proceeds Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "OFFER PERIOD"). No later than five Business Days after the termination of the Offer Period (the "PURCHASE DATE"), the Company shall purchase the maximum principal amount of Notes that may be purchased with such Excess Proceeds (which maximum principal amount of Notes shall be the "OFFER AMOUNT") or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Excess Proceeds Offer.

If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Excess Proceeds Offer.

Upon the commencement of any Excess Proceeds Offer, the Company shall send, by first class mail, a notice to each of the Holders of the Notes, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender

Notes pursuant to the Excess Proceeds Offer. The notice, which shall govern the terms of the Excess Proceeds Offer, shall state:

(a) that the Excess Proceeds Offer is being made pursuant to this Section 3.09 and the length of time the Excess Proceeds Offer shall remain open;

(b) the Offer Amount, the purchase price and the Purchase Date;

(c) that any Note not tendered or accepted for payment shall continue to accrue interest;

(d) that any Note accepted for payment pursuant to the Excess Proceeds Offer shall cease to accrue interest after the Purchase Date;

(e) that Holders electing to have a Note purchased pursuant to any any Excess Proceeds Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Company, a depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three business days before the Purchase Date;

(f) that Holders shall be entitled to withdraw their election if the Company, depositary or Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have the Note purchased;

(g) that, if the aggregate principal amount of Notes surrendered by Holders exceeds the Offer Amount, the Company shall select the Notes to be purchased on a PRO RATA basis (with such adjustments as may be deemed appropriate by the Company so that only Notes in denominations of $1,000, or integral multiples thereof, shall be purchased); and

(h) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered.

On or before the Purchase Date, the Company shall, to the extent lawful, accept for payment, on a PRO RATA basis to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Excess Proceeds Offer, or if less than the Offer Amount has been tendered, all Notes or portion thereof tendered, and deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, depositary or Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Note tendered by such Holder and accepted by the Company for purchase, and the Company shall promptly issue a new Note, and the Trustee shall authenticate and mail or deliver such new Note, to such Holder equal in principal amount to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company shall publicly announce the results of the

Excess Proceeds Offer on the Purchase Date. To the extent that the aggregate principal amount of Notes tendered pursuant to an Excess Proceeds Offer is less than the amount of such Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes. Upon completion of an Excess Proceeds Offer, the amount of Excess Proceeds shall be reset at zero.

Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to the provisions of Sections 3.01 through 3.06.

ARTICLE 4.
COVENANTS

SECTION 4.01. PAYMENT OF NOTES.

The Company shall pay or cause to be paid the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company, holds as of 10:00 a.m. Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

SECTION 4.02. MAINTENANCE OF OFFICE OR AGENCY.

The Company shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; PROVIDED, HOWEVER, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company in accordance with Section 2.03.

SECTION 4.03. REPORTS.

(a) Whether or not required by the rules and regulations of the SEC, so long as any of the Notes remain outstanding, the Company shall cause copies of all quarterly and annual financial reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act (including all information that would be required to be contained in Forms 10-Q and 10-K) to be filed with the SEC and the Trustee and mailed to the Holders at their addresses appearing in the register of Notes maintained by the Registrar, in each case, within 15 days of filing with the SEC. If the Company is not subject to the requirements of such Section 13 or 15(d) of the Exchange Act, the Company shall nevertheless continue to cause the annual and quarterly financial statements, including any notes thereto (and, with respect to annual reports, an auditors' report by an accounting firm of established national reputation) and a "Management's Discussion and Analysis of Financial Condition and Results of Operations," comparable to that which would have been required to appear in annual or quarterly reports filed under Section 13 or 15(d) of the Exchange Act (including all information that would be required to be contained in Forms 10-Q and 10-K), to be so filed with the SEC for public availability and the Trustee and mailed to the Holders within 120 days after the end of the Company's fiscal years and within 60 days after the end of each of the first three quarters of each such fiscal year. The Company and the Guarantors shall also comply with the provisions of TIA Section 314(a).

(b) The Company shall provide the Trustee with a sufficient number of copies of all reports and other documents and information that the Trustee may be required to deliver to the Holders of the Notes under this Section 4.03.

SECTION 4.04. COMPLIANCE CERTIFICATE.

(a) The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether each has kept, observed, performed and fulfilled its obligations under this Indenture and the Collateral Documents, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge each entity has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and the Collateral Documents and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture or the Collateral Documents, including, without limitation, a default in the performance or breach of Section 4.07, Section 4.09, Section 4.10, Section 4.15 or Section 4.20 (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action each is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action each is taking or proposes to take with respect thereto.

(b) So long as not contrary to the then current recommendations of the American Institute of Certified Public Accountants, the year-end financial statements delivered pursuant to Section 4.03 above shall be accompanied by a written statement of the Company's independent public accountants (who shall be a firm of established national reputation) that in making the examination necessary for certification of such financial statements, nothing has come to their attention which would lead them to believe that the Company or any of its Affiliates has violated any provisions of Article Four or Article Five of this Indenture or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation. The Trustee has no duty to review these statements or any other financial statements for purposes of determining compliance with this or any other provision of this Indenture.

(c) The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith upon any Officer becoming aware of (i) any Default or Event of Default, (ii) any default under any of the Collateral Documents or (iii) any default under any Indebtedness referred to in Section 6.01(g) or (h), an Officers' Certificate specifying such Default, Event of Default or default and what action the Company or any of its Affiliates is taking or proposes to take with respect thereto.

SECTION 4.05. TAXES.

The Company shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except as contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

SECTION 4.06. STAY, EXTENSION AND USURY LAWS.

The Company and each Guarantor covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company and each Guarantor (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 4.07. RESTRICTED PAYMENTS.

The Company shall not, and shall not permit any of its Restricted Subsidiaries, to, directly or indirectly, (a) declare or pay any dividend or make any distribution on account of any Equity Interests of the Company or any of its Subsidiaries, other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company or dividends or distributions payable to any Wholly Owned Subsidiary of the Company (other than Unrestricted Subsidiaries of the Company), (b) purchase, redeem or otherwise acquire or retire for value any outstanding Equity Interests of EchoStar, any of its Subsidiaries or any other Affiliate of EchoStar, other than any such Equity Interests owned by the Company or

any of its Wholly Owned Subsidiaries (other than Unrestricted Subsidiaries of the Company), (c) voluntarily purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is expressly subordinated in right of payment to the Notes, except in accordance with the scheduled mandatory redemption or repayment provisions set forth in the original documentation governing such Indebtedness or (d) make any Restricted Investment (all such prohibited payments and other actions set forth in clauses (a) through (d) above being collectively referred to as "RESTRICTED PAYMENTS"), unless, at the time of such Restricted Payment:

(i) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(ii) after giving effect to such Restricted Payment and the incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Indebtedness to Cash Flow Ratio of the Company would not have exceeded 6.0 to 1; and

(iii) such Restricted Payment, together with the aggregate of all other Restricted Payments made by the Company after the date of this Indenture, is less than the sum of: (A) the difference of cumulative (x) Consolidated Cash Flow determined at the time of such Restricted Payment (or, in case such Consolidated Cash Flow shall be a deficit, minus 100% of such deficit) minus (y) 150% of Consolidated Interest Expense of the Company, each as determined for the period (taken as one accounting period) from July 1, 1997 to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment; plus (B) an amount equal to 100% of the aggregate net cash proceeds received by the Company and its Subsidiaries from the issue or sale of Equity Interests (other than Disqualified Stock) of the Company or EchoStar (other than Equity Interests sold to a Subsidiary of the Company or EchoStar, and provided that any sale of Equity Interests of EchoStar shall only be included in such calculation to the extent that the proceeds thereof are contributed to the capital of the Company other than as Disqualified Stock or Indebtedness), since the date of the Indenture.

The foregoing provisions will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at such date of declaration such payment would have complied with the provisions of this Indenture;

(2) the redemption, repurchase, retirement or other acquisition of any Equity Interests of the Company in exchange for, or out of the net proceeds of, the substantially concurrent sale (other than to a Subsidiary of the Company) of other Equity Interests of the Company (other than Disqualified Stock);

(3) the payment of dividends on, or the redemption of, the Dish Preferred Stock;

(4) Investments in an aggregate amount not to exceed $20 million; PROVIDED that such Investments are in businesses of the type described in Section 4.18;

(5) Investments to fund the financing activity of DNCC in the ordinary course of its business in an amount not to exceed, as of the date of determination, the sum of (A) $25.0 million plus (B) 30% of the aggregate cost to DNCC for each Satellite Receiver purchased by DNCC and leased by DNCC to a retail consumer in excess of 100,000 units;

(6) the purchase of employee stock options, or capital stock issued pursuant to the exercise of employee stock options, in an aggregate amount not to exceed $2 million in any calendar year and in an aggregate amount not to exceed $10 million since the date of this Indenture;

(7) a Permitted Refinancing as defined in Section 4.09 of this Indenture;

(8) Investments in an amount equal to the net proceeds received by the Company or any of its Restricted Subsidiaries from the issue and sale of Equity Interests of EchoStar (other than Equity Interests sold to a Subsidiary of EchoStar and other than Disqualified Stock), since the date of this Indenture; provided that the entity making such Investment (if other than the Company) receives a capital contribution from EchoStar in an amount greater than or equal to the amount of such Investment;

(9) the purchase of odd-lots of Equity Interests of EchoStar, in an amount not to exceed $1 million in the aggregate;

(10) Investments in ExpressVu Inc. or an Affiliate thereof, in an amount not to exceed the amount necessary to exercise the purchase options granted, through the date of this Indenture, to EchoStar or its Subsidiaries with respect to ExpressVu, Inc.;

(11) Investments in ABCN, Inc. or an Affiliate thereof, in an amount not to exceed the amount necessary to exercise the purchase options granted, through the date of this Indenture, to EchoStar or its Subsidiaries with respect to ABCN, Inc.; or

(12) the payment of any dividend, or making of any distribution or Investment, the proceeds of which are, within five Business Days of receipt thereof, used to pay for the construction, launch, operation or insurance of EchoStar III, provided that at the time of any such payment, distribution or Investment, EchoStar III shall be owned by EchoStar or any Wholly Owned Subsidiary of EchoStar.

The amounts referred to in clauses (1) and (8) shall be included as Restricted Payments in any computation made pursuant to clause (iii) of this Section 4.07.

Not later than the date of making any Restricted Payment, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this Section 4.07 were computed, which calculations shall be based upon the Company's latest available financial statements.

SECTION 4.08. DIVIDEND AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES.

The Company shall not, and the Company shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to (a) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness owed to the Company or any of its Subsidiaries, (b) make loans or advances to the Company or any of its Subsidiaries or (c) transfer any of its properties or assets to the Company or any of its Subsidiaries, except for such encumbrances or restrictions existing under or by reasons of (i) Existing Indebtedness and existing agreements as in effect on the date of this Indenture, (ii) any Credit Agreement containing any encumbrances or restrictions that are no more restrictive with respect to the provisions set forth in clauses (a), (b) and (c) above than the 1994 Credit Agreement as in effect on the date of its expiration, (iii) applicable law or regulation, (iv) any instrument governing Acquired Debt as in effect at the time of acquisition (except to the extent such Indebtedness was incurred in connection with, or in contemplation of, such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, PROVIDED that the Consolidated Cash Flow of such Person shall not be taken into account in determining whether such acquisition was permitted by the terms of this Indenture, (v) by reason of customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices, or (vi) Refinancing Indebtedness, as defined in Section 4.09 herein, PROVIDED that the restrictions contained in the agreements governing such Refinancing Indebtedness are no more restrictive than those contained in the agreements governing the Indebtedness being refinanced.

SECTION 4.09. INCURRENCE OF INDEBTEDNESS, ISSUANCE OF DISQUALIFIED STOCK AND ISSUANCE OF PREFERRED EQUITY INTERESTS OF SUBSIDIARIES.

The Company shall not, and the Company shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guaranty or otherwise become directly or indirectly liable with respect to (collectively, "INCUR") any Indebtedness (including Acquired Debt) and the Company shall not, and the Company shall not permit any of its Restricted Subsidiaries to, issue any Disqualified Stock or any Preferred Equity Interest; PROVIDED, HOWEVER, that notwithstanding the foregoing the Company and each of its Restricted Subsidiaries may incur Indebtedness or issue Disqualified Stock if, after giving effect to the incurrence of such Indebtedness or the issuance of such Disqualified Stock and the application of the net proceeds thereof, the Indebtedness to Cash Flow Ratio of the Company would not have exceeded 6.0 to 1.

The foregoing limitation will not apply to:

(i) the incurrence of the Deferred Payments and letters of credit with respect thereto;

(ii) the incurrence of Bank Debt;

(iii) the incurrence of Indebtedness in an aggregate amount not to exceed $15 million upon a finding by the Company (evidenced by a resolution of the Board of Directors of EchoStar set forth in an Officers' Certificate delivered to the Trustee) that such Indebtedness is necessary to finance costs in connection with the development, construction, launch or insurance of EchoStar III or IV (or any permitted replacements thereof), PROVIDED that such Indebtedness is subordinated by its terms in right and priority of payment to the Notes;

(iv) Indebtedness between and among the Company and each of its Restricted Subsidiaries;

(v) Acquired Debt of a person incurred prior to the date upon which such person was acquired by the Company or any of its Subsidiaries (excluding Indebtedness incurred by such entity other than in the ordinary course of its business in connection with, or in contemplation of, such entity being so acquired) in an aggregate principal amount not to exceed $15 million, PROVIDED that such Indebtedness and the holders thereof do not at any time have direct or indirect recourse to any property or assets of the Company or any of its Subsidiaries other than the property and assets of such acquired entity and its Subsidiaries;

(vi) Existing Indebtedness;

(vii) additional Indebtedness in an aggregate amount not to exceed $15 million at any one time outstanding;

(viii) the incurrence of Purchase Money Indebtedness by the Company and any Restricted Subsidiary in an aggregate amount not to exceed $30 million at any one time outstanding; or

(ix) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace, substitute or refund Indebtedness referred to in clauses (i), (iii), (v), (vi), (vii) and (viii) above ("REFINANCING INDEBTEDNESS"); PROVIDED, HOWEVER, that (A) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount and accrued interest of the Indebtedness so extended, refinanced, renewed, replaced, substituted or refunded; (B) the Refinancing Indebtedness shall have a final maturity later than, and a Weighted Average Life to Maturity equal to or greater than; the final maturity and Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced or refunded; and (C) the Refinancing Indebtedness shall be subordinated in right of payment to the Notes, if at all, on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced or refunded (a "PERMITTED REFINANCING").

SCTION 4.10. ASSET SALES; TRANSFER OF ECHOSTAR IV.

If the Company or any of its Restricted Subsidiaries, in a single transaction or a series of related transactions, (a) sell, lease, convey or otherwise dispose of any assets (including by way of a sale-and-leaseback transaction), other than (i) sales of inventory in the ordinary

course of business, (ii) sales to the Company or a Wholly Owned Restricted Subsidiary of the Company by any Restricted Subsidiary of the Company, (iii) sales of accounts receivable by EAC or DNCC for cash in an amount at least equal to the fair market value of such accounts receivable or (iv) sales of rights to satellite launches (PROVIDED that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company shall be governed by Section 5.01 of this Indenture); (b) issue or sell equity securities of any Restricted Subsidiary of the Company, in the case of either (a) or (b) above, which assets or securities (i) have a fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value of such assets exceeds $20 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Company) in excess of $10 million or (ii) are sold or otherwise disposed of for net proceeds in excess of $10 million (each of the foregoing, an "ASSET SALE") then:

(A) The Company or such Restricted Subsidiary, as the case may be, must receive consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value of such assets exceeds $20 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Company) of the assets sold or otherwise disposed of; and

(B) at least 80% of the consideration therefor received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; PROVIDED, HOWEVER, that the Company may consider up to $15 million of non-cash assets at any one time to be cash for purposes of this clause (B), PROVIDED that the provisions of the next paragraph are complied with as such non-cash assets are converted to cash.

The Net Proceeds from such Asset Sale shall be placed in the Satellite Escrow Account, and shall be disbursed only: (i) to make Receiver Subsidies, to buy or lease satellite frequencies at orbital slots or to purchase tangible assets to be used in the business of EchoStar as described in Section 4.18 or if any satellite is sold after launch, only to purchase a replacement satellite or (ii) as set forth in the next sentence. Any Net Proceeds from any Asset Sale that are not applied or invested as provided in the preceding sentence within 180 days after such Asset Sale, and not applied to an offer to repurchase 1994 Notes required by the 1994 Notes Indenture or 1996 Notes required by the 1996 Notes Indenture, shall constitute "Excess Proceeds" and shall be applied to an offer to purchase Notes as set forth in Section 3.09.

Notwithstanding the foregoing or any other provision of this Indenture to the contrary, (i) any of DBSC, EchoStar Satellite Corporation or DirectSat Corporation may transfer its right and interest in any permits and licenses relating to the use of channels at the 166DEG. West Longitude or 175DEG. West Longitude orbital slot, or any portions thereof, without receiving any consideration and (ii) the Company may lease EchoStar IV to any Wholly Owned Subsidiary of EchoStar (other than an Unrestricted Subsidiary of the Company) without receiving any consideration provided (A) either (1) such Subsidiary has the right to operate at a full-CONUS orbital slot and EchoStar IV is used in such orbital slot or

(2)(x) there has been a full or partial launch or in-orbit failure of EchoStar III, (y) such Subsidiary has the right to operate at the 61.5DEG. West Longitude orbital slot and (z) EchoStar IV is used in such orbital slot and (B) prior to or contemporaneously with executing such lease, the Company delivers to the Trustee an Opinion of Counsel (which Opinion of Counsel may be subject to customary qualifications and exceptions), substantially to the effect that (i) such lease is not prohibited by applicable laws, rules or regulations (or any required consents, approvals or filings have been obtained or made, as the case may be), (ii) such lease will not result in a default or breach under any indenture or under any material contract, agreement or understanding to which the Company is a party or by which it or its properties is bound, and (iii) immediately following such lease, the Trustee for the benefit of the Holders of the Notes will maintain its security interest in EchoStar IV and all other collateral which, immediately prior to such lease, secured the Company's or any Guarantor's obligations under the Notes or Guarantee, as the case may be.

The Company will not launch, move or otherwise assign (collectively, "Transfer") EchoStar IV into an orbital slot other than 148DEG. West Longitude unless prior to or contemporaneously with such Transfer the Company delivers to the Trustee an Opinion of Counsel (which Opinion of Counsel may be subject to customary qualifications and exceptions) substantially to the effect that (i) such Transfer is not prohibited by applicable laws, rules or regulations (or any required consents, approvals or filings have been obtained or made, as the case may be), (ii) such Transfer will not result in a default or breach under any indenture or under any material contract, agreement or understanding to which the Company is a party or by which it or its properties is bound, and (iii) immediately following such Transfer, the Trustee for the benefit of the Holders of the Notes will maintain its security interest in EchoStar IV and all other collateral which, immediately prior to such Transfer, secured the Company's or any Guarantor's Obligations under the Notes or Guarantee, as the case may be; PROVIDED HOWEVER, that in the event the Transfer constitutes an "Asset Sale", then the Company (i) shall not be obligated to comply with the requirements of this paragraph but (ii) shall otherwise be required to comply with this Section 4.10 (subject to the immediately preceding paragraph) and all other applicable provisions of the Indenture.

SECTION 4.11. TRANSACTIONS WITH AFFILIATES.

EchoStar shall not, and shall not permit any of its Subsidiaries to, sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into any contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (including any Unrestricted Subsidiary) (each of the foregoing, an "AFFILIATE TRANSACTION"), unless (a) such Affiliate Transaction is on terms that are no less favorable to the Company or its Subsidiaries than those that would have been obtained in a comparable transaction by the Company or such Subsidiaries with an unrelated Person, (b) if such Affiliate Transaction involves aggregate payments in excess of $500,000, the Company delivers to the Trustee a resolution of the Board of Directors of the Company set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above and such Affiliate Transaction is approved by a majority of disinterested members of the Board of Directors of EchoStar and (c) if such Affiliate Transaction involves aggregate payments in excess of $15 million, the Company delivers to the Trustee an opinion as to the fairness to the Company or such Subsidiaries from a financial point of view of such Affiliate Transaction issued by an investment banking firm of national standing; PROVIDED, HOWEVER, that (i) the payment of compensation to directors and management of EchoStar in

amounts approved by the Compensation Committee of the Board of Directors of EchoStar (which shall consist of a majority of outside directors); (ii) transactions between or among the Company and its Wholly Owned Subsidiaries (other than Unrestricted Subsidiaries of the Company); (iii) the transfer of rights and interests in any permits or licenses relating to the use of channels at the 166DEG. West Longitude or 175DEG. West Longitude orbital slot; (iv) transactions permitted by the provisions of this Indenture described above under clauses (1), (3), (5), (6), (7), (9) and (12) of the second paragraph of Section 4.07 of this Indenture; and (v) any transactions between or among EchoStar and any Subsidiary of EchoStar which is not also a Subsidiary of the Company, shall, in each case, not be deemed Affiliate Transactions.

SECTION 4.12. LIENS.

None of the Company or any Restricted Subsidiary of the Company may directly or indirectly create, incur, assume or suffer to exist any Lien on any asset now owned or hereafter acquired, or on any income or profits therefrom or assign or convey any right to receive income therefrom, except Permitted Liens.

SECTION 4.13. ADDITIONAL SUBSIDIARY GUARANTEES.

If the Company or any Guarantor transfers or causes to be transferred, in one or a series of related transactions, property or assets (including, without limitation, businesses, divisions, real property, assets or equipment) having a fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER that if the fair market value exceeds $10 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Company) exceeding $500,000 to any Restricted Subsidiary of the Company that is neither a Subsidiary of ESBC nor a Guarantor, EchoStar, to the extent not otherwise precluded by obligations set forth in the 1996 Notes Indenture or the 1994 Notes Indenture, shall, or shall cause the owner of such Subsidiary to: (a) enter into a pledge agreement in order to pledge all of the issued and outstanding Capital Stock of such Subsidiary as security to the Trustee for the benefit of the Holders of the Notes; and (b) cause such Subsidiary to: (i) execute and deliver to the Trustee a Supplemental Indenture in form and substance reasonably satisfactory to the Trustee pursuant to which such Subsidiary shall unconditionally Guarantee all of the Company's obligations under the Notes and execute a notation in form and substance reasonably satisfactory to the Trustee; and (ii) deliver to the Trustee an Opinion of Counsel reasonably satisfactory to the Trustee that such pledge agreement and such Supplemental Indenture have been duly authorized, executed and delivered by and are valid and binding obligations of such Subsidiary or such owner, as the case may be; PROVIDED, HOWEVER, that the foregoing provisions shall not apply to transfers of property or assets (other than cash) by the Company or any Guarantor in exchange for cash or Cash Equivalents in an amount equal to the fair market value (as determined in good faith by the Board of Directors of EchoStar evidenced by a resolution of the Board of Directors of EchoStar and set forth in an Officers' Certificate delivered to the Trustee; PROVIDED, HOWEVER, that if the fair market value exceeds $10 million, the fair market value shall be determined by an investment banking firm of national standing selected by the Company) of such property or assets.

SECTION 4.14. CORPORATE EXISTENCE.

Subject to Article 5 and the next succeeding paragraph of this Section 4.14, EchoStar shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence as a corporation, and the corporate, partnership or other existence of the Company and any Restricted Subsidiary of the Company, in accordance with the respective organizational documents (as the same may be amended from time to time) of EchoStar, the Company or any Restricted Subsidiary and (ii) the rights (charter and statutory), licenses and franchises of EchoStar, the Company and its Restricted Subsidiaries; PROVIDED, HOWEVER, that EchoStar shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any Restricted Subsidiary of the Company (other than the Company, itself) if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of EchoStar and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.

Subject to Article 5, EchoStar and the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect their corporate existence.

SECTION 4.15. OFFER TO PURCHASE UPON CHANGE OF CONTROL.

(a) Upon the occurrence of a Change of Control, the Company shall make an offer (a "CHANGE OF CONTROL OFFER") to each Holder of Notes to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of repurchase (the "CHANGE OF CONTROL PAYMENT"), PROVIDED that if the date of purchase is on or after an interest record date and on or before the related interest payment date, any accrued interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest shall be paid or payable to Holders who tender Notes pursuant to the Change of Control Offer. Within 15 days following any Change of Control, the Company shall mail a notice to the Trustee and each Holder stating: (1) that the Change of Control Offer is being made pursuant to this Section 4.15 and that all Notes tendered will be accepted for payment; (2) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 40 days after the date such notice is mailed (the "CHANGE OF CONTROL PAYMENT DATE"); (3) that any Note not tendered will continue to accrue interest in accordance with its terms; (4) that, unless the Company defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date; (5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date; (6) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have such Notes purchased; (7) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the

unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof; and (8) any other information material to such Holder's decision to tender Notes. The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes in connection with a Change of Control.

(b) On the Change of Control Payment Date, the Company shall, to the extent lawful, (1) accept for payment Notes or portions thereof tendered pursuant to the Change of Control Offer, (2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered and (3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the Notes or portions thereof tendered to the Company. The Paying Agent shall promptly mail to each Holder of Notes so accepted payment in an amount equal to the purchase price for such Notes, and the Trustee shall promptly authenticate and mail to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; PROVIDED, that each such new Note shall be in a principal amount of $1,000 or an integral multiple thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

SECTION 4.16. MAINTENANCE OF INSURANCE.

(a) Prior to the launch of EchoStar IV (and any permitted replacement thereof, including any satellite purchased with the proceeds of an Asset Sale), the Company shall obtain or cause to be obtained Launch Insurance with respect to each such satellite; and

(b) at all times subsequent to the expiration of Launch Insurance on EchoStar IV (and any permitted replacement thereof, including any satellite purchased with the proceeds of an Asset Sale), the Company shall maintain In-orbit Insurance with respect to each such satellite.

EchoStar IV (or any replacement thereof) may not be launched unless Launch Insurance covering such satellite has been obtained.

In the event that the Trustee, EchoStar, the Company or any of their Subsidiaries (or a named loss payee) receives proceeds from any Launch Insurance or In-orbit Insurance covering EchoStar IV (or any replacement thereof), or in the event that EchoStar, the Company or any of their Subsidiaries receives proceeds from any insurance maintained by Lockheed Martin or any launch provider covering EchoStar IV (or any replacement thereof), all such proceeds (including any cash or Cash Equivalents deemed to be proceeds of Launch Insurance or In-orbit Insurance pursuant to the respective definition thereof) shall be placed in the Satellite Escrow Account and shall be disbursed only: (i) to purchase a replacement satellite, provided that if such replacement satellite is of lesser value compared to the insured satellite, any insurance proceeds remaining after purchase of such replacement satellite must be applied to the construction, launch and insurance of a satellite of equal or greater value as compared to the insured satellite (or in accordance with (ii) below); or (ii) to the extent that such proceeds are not applied or contractually committed to be applied as described in (i)

above within 180 days of the receipt of such proceeds as "Excess Proceeds" to be applied to an offer to purchase Notes as set forth in Section 3.09 herein.

The Company shall grant or cause to be granted to the Trustee on behalf of the Holders of the Notes (i) a first priority security interest in each satellite constructed, launched or insured with any portion of the proceeds of Launch or In-orbit Insurance covering EchoStar IV (or any replacement thereof); and (ii) a collateral assignment of all contracts relating to the construction, launch, insurance and TT&C of each such satellite. As soon as practicable, the Company shall execute or cause to be executed a security agreement relating to such Liens. The Company shall take or cause to be taken all actions necessary to record, register and file any documents or instruments necessary to make effective such Lien and shall provide an Opinion of Counsel prepared in accordance with Section 10.03(a) with respect to such Lien.

SECTION 4.17. CONSTRUCTION.

EchoStar and the Company shall cause the construction and launch of EchoStar IV (and any permitted replacements thereof) to be prosecuted with diligence and continuity in a good and workmanlike manner in accordance with the Satellite Contracts and the Launch Contracts.

SECTION 4.18. ACTIVITIES OF ECHOSTAR.

Neither EchoStar nor any of its Subsidiaries may engage in any business other than developing, owning, engaging in and dealing with all or any part of the business of domestic and international satellite communications, and reasonably related extensions thereof, including but not limited to the purchase, ownership, operation, leasing and selling of, and generally dealing in or with, one or more communications satellites and the transponders thereon, the acquisition, transmission, broadcast, production and other provision of programming therewith and the manufacturing, distribution and financing of equipment (including consumer electronic equipment) relating thereto.

SECTION 4.19. INTENTIONALLY OMITTED.

SECTION 4.20. DISBURSEMENT OF FUNDS-ESCROW ACCOUNTS.

The Company shall initially place $109.0 million of the net proceeds realized from the sale of the Notes in the Interest Escrow Account held by the Escrow Agent for the benefit of the Holders of the Notes. The disbursement of such funds shall be governed by the Interest Escrow Agreement. Such funds, together with the proceeds from the investment thereof, will secure, and will be sufficient (and shall be applied) to pay, the first five semi-annual interest payments on the Notes. Funds will be released from the Interest Escrow Account, pro rata, to reflect any reduction in the outstanding principal amount of Notes prior to the fifth semi-annual interest payment date.

The Company will place $112.0 million of the net proceeds realized from the sale of the Notes into a Satellite Escrow Account to be held by the Escrow Agent for the benefit of the Holders of the Notes. The disbursement of such funds shall be governed by the Satellite Escrow Agreement. The Escrow Agent will not be permitted to disburse any proceeds from

the Satellite Escrow Account unless the Company delivers an Officers' Certificate, prior to such disbursement, to the Trustee and the Escrow Agent certifying that such funds will be applied toward required payments under the Satellite Contract or Launch Contract relating to EchoStar IV or toward a payment on Launch Insurance or In-Orbit Insurance for EchoStar IV. Funds from the Satellite Escrow Account will be released therefrom, on a dollar-for-dollar basis, to the extent that the Additional Payment Obligations of the Company, EchoStar or any of the Company's Subsidiaries are contractually deferred to a date after the launch date of EchoStar IV as evidenced by an Officers' Certificate delivered to the Trustee and Escrow Agent.

Pending disbursement, funds maintained in the Interest Escrow Account and the Satellite Escrow Account will be invested in Marketable Securities.

SECTION. 4.21 OFFER TO PURCHASE UPON THE OCCURRENCE OF CERTAIN EVENTS.

In the event that:

(a) EchoStar and its Subsidiaries do not have the right to use orbital slot authorizations granted by the FCC covering a minimum of 21 transponders at a single Full-CONUS Orbital Slot; or

(b) EchoStar and its Subsidiaries at any time fail to timely obtain or maintain any material license or permit that is necessary to operate EchoStar I or EchoStar II in the manner and in accordance with the plan of operations described in the Offering Memorandum (unless (i) EchoStar or any of its Subsidiaries is contesting the loss of such license or permit in good faith at the FCC and has not exhausted its remedies at the FCC and (ii) EchoStar (together with any Subsidiary) continue to have the right to use such license or permit if previously obtained);

the Company will be required to make an offer (an "Offer to Purchase") (i) in the case of clause (a), to repurchase one-half of all outstanding Notes and (ii) in the case of clause (b), to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of each Holder's Notes, in each case at a purchase price (the "Offer Payment") equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of purchase.

Within 15 days following any event described above, the Company shall mail a notice to each Holder stating, among other things:

(i) that the Offer to Purchase is being made pursuant to this Section 4.21;

(ii) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 40 days after the date such notice is mailed (the "Offer Payment Date");

(iii) that any Notes not tendered will continue to accrue interest in accordance with the terms of this Indenture;

(iv) that, unless the Company defaults in the payment of the Offer Payment, all Notes accepted for payment pursuant to the Offer to Purchase shall cease to accrue interest after the Offer Payment Date;

(v) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Offer Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have such Notes purchased;

(vi) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof; and

(vii) any other information material to such Holder's decision to tender Notes.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes in connection with an Offer to Purchase.

SECTION 4.22. SIGNIFICANT TRANSACTIONS.

EchoStar or any of its Subsidiaries may enter into a transaction or series of transactions (a "SIGNIFICANT TRANSACTION") with another entity (a "STRATEGIC PARTNER"), notwithstanding the fact that such Significant Transaction would otherwise be prohibited under the terms of this Indenture, in which EchoStar or any such Subsidiary (i) sells, leases, conveys or otherwise disposes of any of its assets (including by way of a sale-and-leaseback transaction) to such Strategic Partner or (ii) makes an Investment in or receives an Investment from such Strategic Partner; PROVIDED that: (i) EchoStar or such Subsidiary receives fair market value for any property or assets (including capital stock) transferred in such Significant Transaction in the opinion of a majority of the Board of Directors of EchoStar as evidenced by an Officers' Certificate delivered to the Trustee and an investment banking firm of national standing selected by the Company; and (ii) prior to the consummation of such Significant Transaction, the Company makes an offer (a "SPECIAL OFFER TO PURCHASE") to each Holder of Notes to repurchase, within 15 days following the consummation of such Significant Transaction, all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon to the date of purchase (in either case, the "SPECIAL OFFER PAYMENT"). At least 30 days prior to the consummation of such Significant Transaction, the Company shall mail a notice to each Holder stating:

(a) that the Special Offer to Purchase is being made pursuant to this Section 4.22 of this Indenture;

(b) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 60 days after the date such notice is mailed (the "SPECIAL OFFER PAYMENT DATE");

(c) that any Notes tendered will only be repurchased in the event that such Significant Transaction is consummated;

(d) that any Notes not tendered or not repurchased will continue to accrue interest in accordance with the terms of this Indenture;

(e) that, if such Significant Transaction is consummated, unless the Company defaults in the payment of the Special Offer Payment, all Notes accepted for payment pursuant to the Special Offer to Purchase shall cease to accrue interest after the Special Offer Payment Date;

(f) that Holders electing to have any Notes purchased pursuant to an Offer to Purchase will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Special Offer Payment Date;

(g) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Special Offer Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have such Notes purchased;

(h) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof; and

(i) a description of such Significant Transaction, as well as any other information material to such Holder's decision to tender Notes.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Special Offer to Purchase. If a Significant Transaction is consummated and the Company fails to repurchase all of the Notes tendered for purchase, such failure will constitute an Event of Default.

SECTION 4.23. ACCOUNTS RECEIVABLE SUBSIDIARY.

The Company:

(a) may, and may permit any of its Subsidiaries to, notwithstanding Section 4.07 herein, make Investments in an Accounts Receivable Subsidiary: (i) the

proceeds of which are applied within five Business Days of the making thereof solely to finance: (A) the purchase of accounts receivable of the Company and its Subsidiaries or (B) payments required in connection with the termination of all then existing arrangements relating to the sale of accounts receivable or participation interests therein by an Accounts Receivable Subsidiary (provided that the Accounts Receivable Subsidiary shall receive cash, Cash Equivalents and accounts receivable having an aggregate fair market value not less than the amount of such payments in exchange therefor) and (ii) in the form of Accounts Receivable Subsidiary Notes to the extent permitted by clause (b) below;

(b) shall not, and shall not permit any of its Subsidiaries to, sell accounts receivable to an Accounts Receivable Subsidiary except for consideration in an amount not less than that which would be obtained in an arm's length transaction and solely in the form of cash or Cash Equivalents; provided that an Accounts Receivable Subsidiary may pay the purchase price for any such accounts receivable in the form of Accounts Receivable Subsidiary Notes so long as, after giving effect to the issuance of any such Accounts Receivable Subsidiary Notes, the aggregate principal amount of all Accounts Receivable Subsidiary Notes outstanding shall not exceed 20% of the aggregate purchase price paid for all outstanding accounts receivable purchased by an Accounts Receivable Subsidiary since the date of this Indenture (and not written-off or required to be written off in accordance with the normal business practice of an Accounts Receivable Subsidiary);

(c) shall not permit an Accounts Receivable Subsidiary to sell any accounts receivable purchased from the Company and its Subsidiaries or participation interests therein to any other Person except on an arm's length basis and solely for consideration in the form of cash or Cash Equivalents or certificates representing undivided interests of a Receivables Trust; provided an Accounts Receivable Subsidiary may not sell such certificates to any other Person except on an arm's length basis and solely for consideration in the form of cash or Cash Equivalents;

(d) shall not, and shall not permit any of its Subsidiaries to, enter into any Guarantee, subject any of their respective properties or assets (other than the accounts receivable sold by them to an Accounts Receivable Subsidiary) to the satisfaction of any liability or obligation or otherwise incur any liability or obligation (contingent or otherwise), in each case, on behalf of an Accounts Receivable Subsidiary or in connection with any sale of accounts receivable or participation interests therein by or to an Accounts Receivable Subsidiary, other than obligations relating to breaches of representations, warranties, covenants and other agreements of the Company or any of its Subsidiaries with respect to the accounts receivable sold by the Company or any of its Subsidiaries to an Accounts Receivable Subsidiary or with respect to the servicing thereof; provided that neither the Company nor any of its Subsidiaries shall at any time guarantee or be otherwise liable for the collectibility of accounts receivable sold by them;

(e) shall not permit an Accounts Receivable Subsidiary to engage in any business or transaction other than the purchase and sale of accounts receivable or participation interests therein of the Company and its Subsidiaries and activities incidental thereto;

(f) shall not permit an Accounts Receivable Subsidiary to incur any Indebtedness other than the Accounts Receivable Subsidiary Notes, Indebtedness owed to the Company and Non-Recourse Indebtedness; provided that the aggregate principal amount of all such Indebtedness of an Accounts Receivable Subsidiary shall not exceed the book value of its total assets as determined in accordance with GAAP;

(g) shall cause any Accounts Receivable Subsidiary to remit to the Company or a Subsidiary of the Company on a monthly basis as a distribution all available cash and Cash Equivalents not held in a collection account pledged to acquirors of accounts receivable or participation interests therein, to the extent not applied to (i) pay interest or principal on the Accounts Receivable Subsidiary Notes or any Indebtedness of such Accounts Receivable Subsidiary owed to the Company, (ii) pay or maintain reserves for reasonable operating expenses of such Accounts Receivable Subsidiary or to satisfy reasonable minimum operating capital requirements or (iii) to finance the purchase of additional accounts receivable of the Company and its Subsidiaries; and

(h) shall not, and shall not permit any of its Subsidiaries to, sell accounts receivable to, or enter into any other transaction with or for the benefit of, an Accounts Receivable Subsidiary (i) if such Accounts Receivable Subsidiary pursuant to or within the meaning of any Bankruptcy Law (A) commences a voluntary case, (B) consents to the entry of an order for relief against it in an involuntary case, (C) consents to the appointment of a Custodian of it or for all or substantially all of its property, (D) makes general assignment for the benefit of its creditors, or (E) generally is not paying its debts as they become due; or (ii) if a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against such Accounts Receivable Subsidiary in an involuntary case, (B) appoints a Custodian of such Accounts Receivable Subsidiary or for all or substantially all of the property of such Accounts Receivable Subsidiary, or (C) orders the liquidation of such Accounts Receivable Subsidiary, and, with respect to clause (ii) hereof, the order or decree remains unstayed and in effect for 60 consecutive days.

ARTICLE 5.
SUCCESSORS

SECTION 5.01. MERGER, CONSOLIDATION, OR SALE OF ASSETS.

The Company may not consolidate or merge with or into (whether or not the Company is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, another Person unless (a) the Company is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia; (b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made assumes all the obligations of the Company, pursuant to a supplemental indenture in a form reasonably satisfactory to the

Trustee, under the Notes and this Indenture; (c) immediately after such transaction no Default or Event of Default exists; and (d) the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made (i) shall have Consolidated Net Worth immediately after the transaction (but prior to any purchase accounting adjustments or accrual of deferred tax liabilities resulting from the transaction) not less than the Consolidated Net Worth of the Company immediately preceding the transaction and (ii) would, at the time of such transaction after giving pro forma effect thereto as if such transaction had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Indebtedness to Cash Flow Ratio test set forth in Section 4.09.

Notwithstanding the foregoing, the Company may merge with another Person if (a) the Company is the surviving Person; (b) the consideration issued or paid by the Company in such merger consists solely of Equity Interests (other than Disqualified Stock) of the Company; and (c) immediately after giving effect to such merger, the Company's Indebtedness to Cash Flow Ratio does not exceed the Company's Indebtedness to Cash Flow Ratio immediately prior to such merger.

SECTION 5.02. SUCCESSOR CORPORATION SUBSTITUTED.

Upon any consolidation or merger, or any sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company in accordance with Section 5.01, the successor corporation formed by such consolidation or into or with which the Company is merged or to which such sale, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the Company shall refer instead to the successor corporation and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if such successor Person has been named as the Company, herein.

ARTICLE 6.
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT.

Each of the following constitutes an "EVENT OF DEFAULT" (unless the provisions of Section 4.22 are applicable and the Company complies with such provisions):

(a) default for 30 days in the payment when due of interest on the Notes;

(b) default in the payment when due of principal on the Notes at maturity, upon redemption or otherwise;

(c) failure by EchoStar, the Company or any of their Subsidiaries to comply with the provisions of Section 4.10, Section 4.11, Section 4.15, Section 4.16, Section 4.20, or Section 4.21, Section 10.01 or Section 10.02;

(d) default under Section 4.07 or Section 4.09 or under any of the Collateral Documents, which default remains uncured for 15 days, or the breach of any representation or warranty, or the making of any untrue statement, in any certificate delivered by the Company pursuant to this Indenture or the Collateral Documents;

(e) failure by the Company for 60 days after notice from the Trustee or the Holders of at least 25% in principal amount of the Notes then outstanding to comply with any of its other agreements in this Indenture or the Notes;

(f) a continuing default after expiration of any applicable grace periods by the Company or any of its Affiliates under any of the Satellite Contracts or the Launch Contracts, which default would permit a party other than the Company or its Affiliates to terminate its obligations under such contract;

(g) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by EchoStar or any of its Subsidiaries (or the payment of which is guaranteed by EchoStar or any of its Subsidiaries), other than any Credit Agreement, which default is caused by a failure to pay when due principal or interest on such Indebtedness within the grace period provided in such Indebtedness (a "PAYMENT DEFAULT"), and the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default, aggregates $5.0 million or more;

(h) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by EchoStar or any of its Subsidiaries (or the payment of which is guaranteed by EchoStar or any of its Subsidiaries), other than any Credit Agreement, which default results in the acceleration of such Indebtedness prior to its express maturity and the principal amount of any such Indebtedness, together with the principal amount of any other Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $5.0 million or more;

(i) failure by EchoStar, the Company (at any time at which the Notes are secured by a pledge of all of the issued and outstanding Capital Stock of the Company) or any of their Subsidiaries to pay final judgments (other than any judgment as to which a reputable insurance company has accepted full liability) aggregating in excess of $2.0 million, which judgments are not stayed within 60 days after their entry;

(j) any Guarantee of the Notes or this Indenture shall be held in a judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect, or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Guarantee of any Notes or this Indenture;

(k) the Company, any Guarantor or any Significant Subsidiary of the Company pursuant to or within the meaning of Bankruptcy Law: (i) commences a

voluntary case; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a Custodian of it or for all or substantially all of its property; or (iv) makes a general assignment for the benefit of its creditors; and

(l) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (i) is for relief against the Company, any Guarantor or any Significant Subsidiary of the Company in an involuntary case; (ii) appoints a Custodian of the Company, any Guarantor or any Significant Subsidiary of the Company or for all or substantially all of the property of the Company, any Guarantor or any Significant Subsidiary of the Company; or (iii) orders the liquidation of the Company, any Guarantor or any Significant Subsidiary of the Company, and the order or decree remains unstayed and in effect for 60 consecutive days.

SECTION 6.02. ACCELERATION.

If an Event of Default (other than an Event of Default specified in clause (k) or (l) of Section 6.01) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes by written notice to the Company and the Trustee, may declare all the Notes to be due and payable immediately (plus, in the case of an Event of Default that is the result of an action by EchoStar or any of its Subsidiaries intended to avoid restrictions on or premiums related to redemptions of the Notes contained in this Indenture or the Notes, an amount of premium that would have been applicable pursuant to the Notes or as set forth in this Indenture). Notwithstanding the foregoing, in the case of an Event of Default specified in clause (k) or (l) of Section 6.01, with respect to EchoStar or any of its Subsidiaries, all outstanding Notes shall become and be immediately due and payable without further action or notice. Holders of the Notes may not enforce this Indenture or the Notes except as provided in this Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in such Holders' interest. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium that has become due solely because of the acceleration) have been cured or waived.

In the case of any Event of Default occurring by reason of any willful action (or inaction) taken (or not taken) by or on behalf of the Company or its Affiliates with the intention of avoiding payment of the premium that the Company would have had to pay if the Company then had elected to redeem the Notes pursuant to Section 3.07, an equivalent premium shall also become and be immediately due and payable to the extent permitted by law.

The Company is required to deliver to the Trustee annually a statement regarding compliance with this Indenture, and the Company is required upon becoming aware of any

Default or Event of Default to deliver to the Trustee a statement specifying such Default or Event of Default.

All powers of the Trustee hereunder will be subject to applicable provisions of the Communications Act, including without limitation, the requirements of prior approval for transfer of control or assignment of Title III licenses.

SECTION 6.03. OTHER REMEDIES.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes, this Indenture and any of the Collateral Documents.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 6.04. WAIVER OF PAST DEFAULTS.

Holders of not less than a majority in aggregate principal amount of Notes then outstanding, by notice to the Trustee, may on behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences under this Indenture, except a continuing Default or Event of Default in the payment of the principal of, premium, if any, or interest on, the Notes. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 6.05. CONTROL BY MAJORITY.

Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with the law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

SECTION 6.06. LIMITATION ON SUITS.

A Holder of a Note may pursue a remedy with respect to this Indenture or the Notes only if:

(a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

SECTION 6.07. RIGHTS OF HOLDERS OF NOTES TO RECEIVE PAYMENT.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium, if any, and interest on the Note, on or after the respective due dates expressed in the Note, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Holder of the Note.

SECTION 6.08. COLLECTION SUIT BY TRUSTEE.

If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.09. TRUSTEE MAY FILE PROOFS OF CLAIM.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), the Company's creditors or the Company's property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder of a Note to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders of the Notes, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07. To the extent that

the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties which the Holders of the Notes may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder of a Note any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder of a Note thereof, or to authorize the Trustee to vote in respect of the claim of any Holder of a Note in any such proceeding.

SECTION 6.10. PRIORITIES.

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes.

SECTION 6.11. UNDERTAKING FOR COSTS.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

ARTICLE 7.
TRUSTEE

SECTION 7.01. DUTIES OF TRUSTEE.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Except during the continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), and (c) of this Section.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders of Notes, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to the Trustee against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

SECTION 7.02. RIGHTS OF TRUSTEE.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company or any Guarantor shall be sufficient if signed by an Officer of the Company or such Guarantor.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(g) Except with respect to Section 4.04, the Trustee shall have no duty to inquire as to the performance of the Company's covenants in Article 4. In addition, the Trustee shall not be deemed to have knowledge of any Default or Event of Default except (i) any Event of Default occurring pursuant to Sections 4.01, 4.03 and 4.04 or (ii) any Default or Event of Default of which the Trustee shall have received written notification or obtained actual knowledge.

SECTION 7.03. INDIVIDUAL RIGHTS OF TRUSTEE.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee (if any of the Notes are registered pursuant to the Securities Act), or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11.

SECTION 7.04. TRUSTEE'S DISCLAIMER.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

SECTION 7.05. NOTICE OF DEFAULTS.

If a Default or Event of Default occurs and is continuing and if it is known to a Responsible Officer of the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

SECTION 7.06. REPORTS BY TRUSTEE TO HOLDERS OF THE NOTES.

Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA Section 313(a) (but if no event described in TIA Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA Section 313(b). The Trustee shall also transmit by mail all reports as required by TIA Section 313(c).

A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Company and filed with the SEC and each stock exchange on which any Notes are listed. The Company shall promptly notify the Trustee when any Notes are listed on any stock exchange.

SECTION 7.07. COMPENSATION AND INDEMNITY.

The Company shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Company shall indemnify the Trustee against any and all losses, liabilities or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, except any such loss, liability or expense as may be attributable to the gross negligence, willful misconduct or bad faith of the Trustee. The

Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The obligations of the Company under this Section 7.07 shall survive the satisfaction and discharge of this Indenture.

To secure the Company's payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(k) or (l) occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

SECTION 7.08. REPLACEMENT OF TRUSTEE.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company and obtaining the prior written approval of the FCC, if so required by the Communications Act, including Section 310(d) and the rules and regulations promulgated thereunder. The Holders of at least a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee (subject to the prior written approval of the FCC, if required by the Communications Act, including Section 310(d), and the rules and regulations promulgated thereunder) if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) the Trustee is no longer in compliance with the foreign ownership provisions of Section 310 of the Communications Act and the rules and regulations promulgated thereunder.

(d) a Custodian or public officer takes charge of the Trustee or its property; or

(e) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of Notes of at least 10% in principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee after written request by any Holder of a Note who has been a Holder of a Note for at least six months fails to comply with Section 7.10, such Holder of a Note may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Notes. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09. SUCCESSOR TRUSTEE BY MERGER, ETC.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

SECTION 7.10. ELIGIBILITY; DISQUALIFICATION.

There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any state thereof authorized under such laws to exercise corporate trustee power, shall be subject to supervision or examination by federal or state authority and shall have a combined capital and surplus of at least $25 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA Section 310(a)(1), (2) and (5). The Trustee is subject to TIA Section 310(b).

SECTION 7.11. PREFERENTIAL COLLECTION OF CLAIMS AGAINST COMPANY.

The Trustee is subject to TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

ARTICLE 8.
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.01. OPTION TO EFFECT LEGAL DEFEASANCE OR COVENANT DEFEASANCE.

The Company may, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, at any time, with respect to the Notes, elect to have either Section 8.02 or 8.03 be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article Eight.

SECTION 8.02. LEGAL DEFEASANCE AND DISCHARGE.

Upon the Company's exercise under Section 8.01 of the option applicable to this Section 8.02, the Company shall be deemed to have been discharged from its obligations with respect to all outstanding Notes on the date the conditions set forth below are satisfied (hereinafter, "LEGAL DEFEASANCE"). For this purpose, such Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due, or on the redemption date, as the case may be, (b) the Company's obligations with respect to such Notes under Sections 2.05, 2.07, 2.08, 2.10, 2.11 and 4.02, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's obligations in connection therewith and (d) this Article Eight. Subject to compliance with this Article Eight, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 with respect to the Notes.

SECTION 8.03. COVENANT DEFEASANCE.

Upon the Company's exercise under Section 8.01 of the option applicable to this Section 8.03, the Company shall be released from its obligations under the covenants contained in Sections 4.03, 4.04, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21 and 4.22 and Article Five with respect to the outstanding Notes on and after the date the conditions set forth below are satisfied (hereinafter, "COVENANT DEFEASANCE"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the outstanding Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute

a Default or an Event of Default under Section 6.01(c), but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 of the option applicable to this Section 8.03 and Sections 6.01(d) through 6.01(j) shall not constitute Events of Default.

SECTION 8.04. CONDITIONS TO LEGAL OR COVENANT DEFEASANCE.

The following shall be the conditions to the application of either Section 8.02 or Section 8.03 to the outstanding Notes:

(a) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee satisfying the requirements of Section 7.10 who shall agree to comply with the provisions of this Article Eight applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Notes, (i) cash in U.S. Dollars, (ii) non-callable Government Notes which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, cash in U.S. Dollars, or (iii) a combination thereof, in such amounts, as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge and which shall be applied by the Trustee (or other qualifying trustee) to pay and discharge (A) the principal of, premium, if any, and interest on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, of such principal or installment of principal, premium, if any, or interest and (B) any mandatory sinking fund payments or analogous payments applicable to the outstanding Notes on the day on which such payments are due and payable in accordance with the terms of this Indenture and of such Notes; PROVIDED that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such non-callable Government Notes to said payments with respect to the Notes;

(b) In the case of an election under Section 8.02, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably satisfactory to the Trustee confirming that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (ii) since the date hereof, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance has not occurred;

(c) In the case of an election under Section 8.03, the Company shall have delivered to the Trustee an Opinion of Counsel reasonably satisfactory to the Trustee in the United States to the effect that the Holders of the outstanding Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such Covenant Defeasance and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) No Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit or, in so far as Section 6.01(k) or 6.01(l) is concerned, at any time in the period ending on the 91st day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until the expiration of such period);

(e) Such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which EchoStar or the Company is a party or by which EchoStar or the Company is bound;

(f) The Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit made by the Company pursuant to its election under Section 8.02 or 8.03 was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(g) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel in the United States, each stating that all conditions precedent provided for relating to either the Legal Defeasance under Section 8.02 or the Covenant Defeasance under Section 8.03 (as the case may be) have been complied with as contemplated by this Section 8.04.

SECTION 8.05. DEPOSITED MONEY AND GOVERNMENT NOTES TO BE HELD IN TRUST; OTHER MISCELLANEOUS PROVISIONS.

Subject to Section 8.06, all money and Government Notes (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "Trustee") pursuant to Section 8.04 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company or a Guarantor, if any, acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Notes deposited pursuant to Section 8.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article Eight to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or Government Notes held by it as provided in Section 8.04 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a)), are in excess of the amount thereof which would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

SECTION 8.06. REPAYMENT TO COMPANY.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as a secured creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustees thereof, shall thereupon cease; PROVIDED, HOWEVER, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 8.07. REINSTATEMENT.

If the Trustee or Paying Agent is unable to apply any United States Dollars or Government Notes in accordance with Section 8.02 or 8.03, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03, as the case may be; PROVIDED, HOWEVER, that, if the Company makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9.
AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 9.01. WITHOUT CONSENT OF HOLDERS OF NOTES.

Notwithstanding Section 9.02 of this Indenture, the Company and the Trustee may amend or supplement this Indenture, the Notes or the Collateral Documents without the consent of any Holder of a Note:

(a) to cure any ambiguity, defect or inconsistency;

(b) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(c) to provide for the assumption of the Company's obligations to the Holders of the Notes in the case of a merger or consolidation pursuant to Article 5;

(d) to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights hereunder of any Holder of the Note; or

(e) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA.

Upon the request of the Company accompanied by a resolution of the Board of Directors of the Company authorizing the execution of any such amended or supplemental Indenture, and upon receipt by the Trustee of the documents described in Section 9.06, the Trustee shall join with the Company in the execution of any amended or supplemental Indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental Indenture which affects its own rights, duties or immunities under this Indenture or otherwise.

SECTION 9.02. WITH CONSENT OF HOLDERS OF NOTES.

The Company and the Trustee may amend or supplement this Indenture, the Notes or the Collateral Documents or any amended or supplemental Indenture with the written consent of the Holders of Notes of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes), and any existing Default and its consequences or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for the Notes). Notwithstanding the foregoing, (a) Sections 3.09, 4.10, 4.15 and 4.21 of this Indenture (including, in each case, the related definitions) may not be amended or waived without the written consent of at least 66-2/3% in principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes) and (b) without the consent of each Holder affected, an amendment or waiver may not (with respect to any Notes held by a non-consenting Holder of Notes):

(i) reduce the aggregate principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes;

(iii) reduce the rate of or change the time for payment of interest on any Note;

(iv) waive a Default or Event of Default in the payment of principal of or premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(v) make any Note payable in money other than that stated in the Notes;

(vi) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of or interest on the Notes;

(vii) waive a redemption payment with respect to any Note; or

(viii) make any change in the foregoing amendment and waiver provisions.

Upon the request of the Company accompanied by a resolution of the Board of Directors of the Company authorizing the execution of any such amended or supplemental Indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 9.06, the Trustee shall join with the Company in the execution of such amended or supplemental Indenture unless such amended or supplemental Indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental Indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver. Subject to Sections 6.04 and 6.07, the Holders of a majority in aggregate principal amount of the Notes then outstanding may waive compliance in a particular instance by the Company with any provision of this Indenture or the Notes.

SECTION 9.03. COMPLIANCE WITH TRUST INDENTURE ACT.

Every amendment or supplement to this Indenture or the Notes shall be set forth in an amended or supplemental Indenture that complies with the TIA as then in effect.

SECTION 9.04. REVOCATION AND EFFECT OF CONSENTS.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder of a Note.

The Company may fix a record date for determining which Holders of the Notes must consent to such amendment, supplement or waiver. If the Company fixes a record date, the

record date shall be fixed at (i) the later of 30 days prior to the first solicitation of such consent or the date of the most recent list of Holders of Notes furnished to the Trustee prior to such solicitation pursuant to Section 2.05 or (ii) such other date as the Company shall designate.

SECTION 9.05. NOTATION ON OR EXCHANGE OF NOTES.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.06. TRUSTEE TO SIGN AMENDMENTS, ETC.

The Trustee shall sign any amended or supplemental Indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Company may not sign an amendment or supplemental Indenture until the Board of Directors approves it.

SECTION 9.07. PAYMENTS FOR CONSENTS.

Neither EchoStar, the Company nor any of their Subsidiaries may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder of a Note for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid or agreed to be paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

ARTICLE 10.
COLLATERAL AND SECURITY

SECTION 10.01. COLLATERAL DOCUMENTS.

The due and punctual payment of the principal of and interest on the Notes when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of and interest (to the extent permitted by law), if any, on the Notes and performance of all other obligations of the Company and the Guarantors to the Holders of Notes or the Trustee under this Indenture and the Notes, according to the terms hereunder or thereunder, shall be secured as provided in the Collateral Documents which the Company and the Guarantors shall enter into as provided in Section 10.02. Each Holder of Notes, by its acceptance thereof, consents and agrees to the terms of the Collateral Documents (including, without limitation, the provisions providing for foreclosure and release of Collateral) as the same may be in effect or may be amended from time to time in accordance with its terms and authorizes and directs

the Trustee to enter into the Collateral Documents and to perform its obligations and exercise its rights thereunder in accordance therewith. The Company shall deliver to the Trustee copies of all Collateral Documents, and shall do or cause to be done all such acts and things as may be necessary or proper, or as may be required by the provisions of the Collateral Documents, to assure and confirm to the Trustee the security interest in the Collateral contemplated hereby, by the Collateral Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes secured hereby, according to the intent and purposes herein expressed. EchoStar shall take, or shall cause its Subsidiaries to take, any and all actions reasonably required to cause the Collateral Documents to create and maintain, as security for the Obligations of the Company hereunder, a valid and enforceable perfected Lien in and on all the Collateral, in favor of the Trustee for the benefit of the Holders of Notes, superior to and prior to the rights of all third Persons and subject to no other Liens than Permitted Liens, except for those Liens with respect to which the Collateral Documents or this Indenture expressly contemplate prior or PARI PASSU Liens.

SECTION 10.02. EXECUTION OF COLLATERAL DOCUMENTS.

(a) Simultaneously with the execution of this Indenture, the Company shall execute (i) the Escrow Accounts Security Agreement, (ii) the EchoStar IV Security Agreement, (iii) the Orbital Slot Security Agreement, (iv) the Collateral Assignment, (v) the Interest Escrow Agreement and (vi) the Satellite Escrow Agreement.

(b) Simultaneously with the execution of this Indenture, EchoStar shall execute the Stock Pledge Agreement.

(c) Simultaneously with the execution of this Indenture, EchoStar Space Corporation shall execute the Collateral Assignment.

(d) In connection with the Collateral Assignment, EchoStar, EchoStar Space Corporation and the Company shall use their best efforts to obtain any required consents necessary to effect a collateral assignment of (i) the Launch Contract, the Satellite Contract and Launch Insurance relating to EchoStar IV within 60 days after the date hereof, (ii) all TT&C contracts relating to EchoStar IV at the time such TT&C contracts are entered into and (iii) In-Orbit Insurance relating to EchoStar IV at the time such In-Orbit Insurance is obtained.

SECTION 10.03. RECORDING AND OPINIONS.

(a) The Company shall furnish to the Trustee simultaneously with the execution and delivery of any of the Collateral Documents an opinion of Counsel either (i) stating that in the opinion of such counsel all action has been taken with respect to the recording, registering and filing of this Indenture, financing statements or other instruments necessary to make effective the Lien intended to be created by such Collateral Document, and reciting with respect to the security interests in the Collateral, the details of such action, or (ii) stating that, in the opinion of such counsel, no such action is necessary to make such Lien effective.

(b) The Company shall furnish to the Trustee on June 25 in each year beginning with June 25, 1998, an Opinion of Counsel, dated as of such date, either (i) (A) stating that,

in the opinion of such counsel, action has been taken with respect to the recording, registering, filing, re-recording, re-registering and refiling of all supplemental indentures, financing statements, continuation statements or other instruments of further assurance as is necessary to maintain the Lien of the Collateral Documents and reciting with respect to the security interests in the Collateral the details of such action or referring to prior Opinions of Counsel in which such details are given and (B) based on relevant laws as in effect on the date of such Opinion of Counsel, all financing statements and continuation statements have been executed and filed that are necessary as of such date and during the succeeding 12 months fully to preserve and protect, to the extent such protection and preservation are possible by filing, the rights of the Holders of Notes and the Trustee hereunder and under the Collateral Documents with respect to the security interests in the Collateral, or (ii) stating that, in the opinion of such counsel, no such action is necessary to maintain such Lien and assignment.

SECTION 10.04. RELEASE OF COLLATERAL.

(a) Subject to subsections (b), (c) and (d) of this Section 10.04 and to Section 10.05, Collateral may be released from the Lien and Security interest created by the Collateral Documents at any time or from time to time in accordance with the provisions of the Collateral Documents or as provided hereby. In addition, upon the request of the Company pursuant to an Officers' Certificate certifying that all conditions precedent hereunder have been met and stating whether or not such release is in connection with an Asset Sale (at the sole cost and expense of the Company), the Trustee shall release Collateral which is sold, conveyed or disposed of in compliance with the provisions of this Indenture; PROVIDED, that if such sale, conveyance or disposition constitutes an Asset Sale, the Company shall apply the Net Proceeds in accordance with Section 4.10. Upon receipt of such Officers' Certificate the Trustee shall execute, deliver or acknowledge any necessary or proper instruments of termination, satisfaction or release to evidence the release of any Collateral permitted to be released pursuant to this Indenture or the Collateral Documents.

(b) Except to the extent that any Lien on the proceeds of Collateral is automatically released by operation of Section 9-306 of the Uniform Commercial Code or other similar law, no Collateral shall be released from the Lien and Security interest created by the Collateral Documents pursuant to the provisions of the Collateral Documents unless there shall have been delivered to the Trustee the certificate required by this Section 10.04.

(c) At any time when an Event of Default shall have occurred and be continuing and the maturity of the Notes shall have been accelerated (whether by declaration or otherwise), no Collateral shall be released pursuant to the provisions of the Collateral Documents, and no release of Collateral in contravention of this Section 10.04(c) shall be effective as against the Holders of Notes.

(d) The release of any Collateral from the Liens and security interests created by this Indenture and the Collateral Documents shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof if and to the extent the Collateral is released pursuant to the terms hereof or, subject to complying with the requirements of this Section 10.04, pursuant to the terms of the Collateral Documents. To the extent applicable, the Company shall cause TIA Section 314(d) relating to the release of property or securities from the Lien and security interest of the Collateral Documents and relating to the substitution therefor of any property or securities to be subjected to the Lien and security interest of the

Collateral Documents to be complied with. Any certificate or opinion required by TIA Section 314(d) may be made by an Officer of the Company except in cases where TIA Section 314(d) requires that such certificate or opinion be made by an independent Person, which Person shall be an independent engineer, appraiser or other expert selected or approved by the Trustee in the exercise of reasonable care.

SECTION 10.05. SALE OF AND LIENS ON ECHOSTAR IV.

(a) The Company shall not and shall not permit any of its Subsidiaries to sell, transfer or dispose of EchoStar IV (or any replacement thereof) after it is launched, unless, upon such sale, transfer or disposition, the Company grants or causes to be granted to the Trustee on behalf of the Holders of the Notes (i) a first priority security interest in an operational satellite in geosynchronous orbit of equal or greater value than EchoStar IV (or such replacement); and (ii) a collateral assignment of all contracts relating to the construction, launch, insurance and TT&C of such satellite. Prior to such sale, transfer or disposition, the Company shall execute or cause to be executed a security agreement relating to such Liens. The Company shall take or cause to be taken all actions necessary to record, register and file any documents or instruments necessary to make effective such Lien, including the filing of any required applications with the FCC for approval of any collateral assignment hereunder, and shall provide an Opinion of Counsel prepared in accordance with Section 10.03(a) with respect to such Lien.

(b) EchoStar and its Subsidiaries may not incur or suffer to exist Liens on EchoStar IV (or any replacement thereof), except (i) prior to launch, Liens in favor of satellite contractor; (ii) after launch, Liens not to exceed $20 million securing the Deferred Payments, ranking PARI PASSU with the Liens on EchoStar IV (or such replacement) in favor of the Holders of the Notes; and (iii) additional Liens securing the Deferred Payments, subordinated to the Liens on EchoStar IV (or such replacement) in favor of the Holders of the Notes.

SECTION 10.06. CERTIFICATES OF THE COMPANY.

(a) The Company shall furnish to the Trustee, prior to each proposed release of Collateral pursuant to the Collateral Documents, (i) all documents required by Section 314(d) of the TIA and (ii) an Opinion of Counsel, which may be rendered by internal counsel to the Company, to the effect that such accompanying documents constitute all documents required by Section 314(d) of the TIA. The Trustee may, to the extent permitted by Sections 7.01 and 7.02 hereof, accept as conclusive evidence of compliance with the foregoing provisions the appropriate statements contained in such documents and such Opinion of Counsel.

SECTION 10.07. AUTHORIZATION OF ACTIONS TO BE TAKEN BY THE TRUSTEE UNDER THE COLLATERAL DOCUMENTS.

Subject to the provisions of Section 7.01 and 7.02 hereof, the Trustee may, in its sole discretion and without the consent of the Holders of Notes, on behalf of the Holders of Notes, take all actions it deems necessary or appropriate in order to (a) enforce any of the terms of the Collateral Documents and (b) collect and receive any and all amounts payable in respect of the Obligations of the Company hereunder. The Trustee shall have power to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any acts that may be unlawful or in violation of the Collateral Documents

or this Indenture, and such suits and proceedings as the Trustee may deem expedient to preserve or protect its interests and the interests of the Holders of Notes in the Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the Security interest hereunder or be prejudicial to the interests of the Holders of Notes or of the Trustee).

SECTION 10.08. AUTHORIZATION OF RECEIPT OF FUNDS BY THE TRUSTEE UNDER THE COLLATERAL DOCUMENTS.

The Trustee is authorized to receive any funds for the benefit of the Holders of Notes distributed under the Collateral Documents, and to make further distributions of such funds to the Holders of Notes according to the provisions of this Indenture.

SECTION 10.09. TERMINATION OF SECURITY INTEREST.

Upon the payment in full of all Obligations of the Company under this Indenture and the Notes, the Trustee shall, at the request of the Company, release the Liens pursuant to this Indenture and the Collateral Documents.

SECTION 10.10. RELEASES FOLLOWING SALE OF ASSETS.

Concurrently with any sale of assets, any Liens in favor of the Trustee in the assets sold thereby shall be released; PROVIDED, that in the event of an Asset Sale, the Net Proceeds from such sale or other disposition are applied in accordance with the provisions of Section 4.10. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of this Indenture, including without limitation Section 4.10, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Guarantee.

In the event that the Company or any of its Subsidiaries sells, transfers or disposes of any property consisting partially or wholly of the Collateral other than in accordance with the provisions of Section 4.10, the Trustee shall have a first priority security interest in the pro rata portion of the net proceeds of such sale, transfer or disposition attributable to such Collateral as determined by an investment banking firm of national standing selected by the Company.

SECTION 10.11. "TRUSTEE" TO INCLUDE PAYING AGENT.

In case at any time any Paying Agent other than the Trustee shall have been appointed by the Company and be then acting hereunder, the term "Trustee" as used in this Article 10 or in Article 11 shall in such case (unless the context shall otherwise require) be construed as extending to and including such Paying Agent within its meaning as fully and for all intents and purposes as if such Paying Agent were named in this Article 10 or in Article 11 in place of the Trustee.

ARTICLE 11.
AFFILIATE GUARANTEES

SECTION 11.01. ECHOSTAR GUARANTEE.

EchoStar hereby unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the Obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, EchoStar will be obligated to pay the same immediately. EchoStar hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. EchoStar hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice (except that the Trustee shall provide at least ten days' prior written notice to EchoStar before taking any action for which the Communications Act and/or the FCC rules require such notice and which right to notice is not waivable by EchoStar) and all demands whatsoever and covenant that this Guarantee will not be discharged except by complete performance of the Obligations guaranteed hereby. If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Guarantor, or any Custodian, Trustee, liquidator or other similar official acting in relation to either the Company or any Guarantor, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. EchoStar agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby. EchoStar further agrees that, as between EchoStar, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article 6 for the purposes of this guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6, such obligations (whether or not due and payable) shall forthwith become due and payable by EchoStar for the purpose of this Guarantee.

Notwithstanding the foregoing, in the event that the EchoStar Guarantee would constitute or result in a violation of any applicable fraudulent conveyance or similar law of any relevant jurisdiction, the liability of EchoStar under the EchoStar Guarantee shall be reduced to the maximum amount permissible under such fraudulent conveyance or similar law.

Anything in the Notes, the EchoStar Guarantee or the Indenture to the contrary notwithstanding, the EchoStar Guarantee shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to all Senior EchoStar Indebtedness. As used herein, "SUBORDINATE AND JUNIOR" shall mean the following: that (i) in the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization or other similar proceedings in connection therewith, relative to EchoStar or its creditors or its property, and in the event of any proceedings for voluntary liquidation, dissolution or other winding up of EchoStar, whether or not involving insolvency or bankruptcy proceedings, then all principal, premium, if any, and interest on all Senior EchoStar Indebtedness shall first be paid in full, or such payment be provided for, before any payment on account of principal, premium, if any, or interest, if any, is made by EchoStar upon the EchoStar Guarantee, and in any such proceedings any payment or distribution of assets of EchoStar of any kind or character, whether in cash or property or securities, which may be payable or deliverable in respect of the EchoStar Guarantee, (except for the provisions of this Section) shall be paid or delivered directly to the holders of such Senior EchoStar Indebtedness, or their representative or representatives or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any such Senior EchoStar Indebtedness may have been issued, pro rata, as their respective interests may appear, for application in payment thereof, unless and until such Senior EchoStar Indebtedness shall have been paid and satisfied in full (after giving effect to any concurrent payment or distributions, or provisions therefor, to the holders of such Senior EchoStar Indebtedness) or such payment and satisfaction shall have been provided for; PROVIDED, HOWEVER, that in the event that payment or delivery of such cash, property or securities to the Holders of the Notes is authorized by an order or decree made by a court of competent jurisdiction in a reorganization proceeding under any applicable law and giving effect to the provisions hereinbefore set forth for the subordination of the Notes to the Senior EchoStar Indebtedness, no payment or delivery of such cash, property or securities shall be made to the holders of Senior EchoStar Indebtedness; PROVIDED, FURTHER, that no such delivery shall be made to the holders of Senior EchoStar Indebtedness of securities which are issued by EchoStar, as reorganized, or by the corporation succeeding EchoStar or acquiring its property and assets, pursuant to a plan of reorganization or upon the dissolution or liquidation of EchoStar, and which are subordinate and junior to the payment of all Senior EchoStar Indebtedness (or securities substituted therefor) then outstanding; and PROVIDED, FURTHER, that the provisions of this clause (i) shall not apply to a liquidation, dissolution, or other winding up made in connection with a merger, consolidation, sale, lease, transfer or other disposal not prohibited by Section 11.05 of this Indenture; and (ii) in the event that pursuant to Article Six of this Indenture any Note is declared due and payable because of the occurrence of an Event of Default (under circumstances when the provisions of the foregoing clause (i) shall not be applicable), the Holders of such Notes shall be entitled to payment from EchoStar only after there shall first have been payment in full on the Senior EchoStar Indebtedness outstanding at the time such Note so becomes due and payable because of such Event of Default, or such payment shall have been provided for.

In the event that, notwithstanding the provisions of this Section 11.01, the Trustee or any Holders of Notes shall receive any payment or distribution on the Notes that because of this Section 11.01 should not have been made to them, then such payment shall be held in trust for the benefit of, and shall be paid over and delivered to, the holders of the Senior EchoStar Indebtedness or their representative or representatives or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any such Senior EchoStar Indebtedness may have been issued, pro rata as their respective interests may appear, for

application to the pro rata payment of all Senior EchoStar Indebtedness remaining unpaid until all such Senior EchoStar Indebtedness shall have been paid in full, after giving effect to any concurrent payment or distribution to the holders of such Senior EchoStar Indebtedness.

No present or future holder of Senior EchoStar Indebtedness shall be prejudiced in his right to enforce the subordination of the Notes by any act or failure to act on the part of EchoStar. Each Holder of Notes by his acceptance thereof authorizes the Trustee in his behalf to take such action as may be necessary or appropriate to effectuate the subordination as provided in this Section 11.01 and appoints the Trustee his attorney-in-fact for any and all such purposes.

Nothing in this Section 11.01 shall apply to claims of, or payments to, the Trustee under or pursuant to the provisions of Section 7.07.

The subordination provisions of this Section 11.01 are solely for the purpose of defining the relative rights of the holders of Senior EchoStar Indebtedness on the one hand, and the Holders of the Notes on the other hand, and nothing contained in this Section 11.01 or elsewhere in this Indenture, the Notes or the EchoStar Guarantee, shall impair, as between EchoStar and the Holder of any Note, the obligation of EchoStar, which is unconditional and absolute, to pay to the Holder thereof the principal of, premium, if any, and interest on the Notes in accordance with their terms and the terms of the EchoStar Guarantee and this Indenture, nor shall anything herein or therein prevent the Trustee or the Holder of any Note from exercising all remedies otherwise permitted by applicable law or hereunder or thereunder upon the occurrence of an Event of Default, subject to the rights, if any, under this Section 11.01 of holders of Senior EchoStar Indebtedness to receive cash, property or securities of the Company otherwise payable or deliverable to the Holders of the Notes.

SECTION 11.02. EXECUTION AND DELIVERY OF ECHOSTAR GUARANTEE.

To evidence its Guarantee set forth in Section 11.01, EchoStar hereby agrees that a notation of such Guarantee substantially in the form of Exhibit B shall be endorsed by an officer of EchoStar on each Note authenticated and delivered by the Trustee and that this Indenture shall be executed on behalf of EchoStar by its President or one of its Vice Presidents and attested to by an Officer.

EchoStar hereby agrees that its Guarantee set forth in Section 11.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

If an officer or Officer whose signature is on this Indenture or on the EchoStar Guarantee no longer holds that office at the time the Trustee authenticates the Note on which an EchoStar Guarantee is endorsed, the Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the EchoStar Guarantee set forth in this Indenture on behalf of EchoStar.

SECTION 11.03. SPRINGING GUARANTEES.

On the ESBC Guarantee Date, ESBC shall deliver to the Trustee a Supplemental Indenture in form and substance reasonably satisfactory to the Trustee including a provision substantially as follows: "ESBC hereby unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Supplemental Indenture, the Indenture, the Notes or the Obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, ESBC will be obligated to pay the same immediately. ESBC hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture, or this Supplemental Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. ESBC hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice (except that the Trustee shall provide at least ten days' prior written notice to ESBC before taking any action for which the Communications Act and/or the FCC rules require such notice and which right to notice is not waivable by ESBC) and all demands whatsoever and covenant that this Guarantee will not be discharged except by complete performance of the Obligations guaranteed. If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Guarantor, or any Custodian, Trustee, liquidator or other similar official acting in relation to either the Company or any Guarantor, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. ESBC agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby. ESBC further agrees that, as between ESBC, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by ESBC for the purpose of this Guarantee. Such Supplemental Indenture shall not contain any terms or provisions expressly subordinating the Guarantee contained therein to any other Indebtedness of ESBC. The ESBC Guarantee, when effective, will rank pari passu with all senior unsecured Indebtedness of ESBC.

On the Dish Guarantee Date, Dish shall deliver to the Trustee a Supplemental Indenture with in form and substance reasonably satisfactory to the Trustee, including a

provision substantially as follows: "Dish hereby unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Supplemental Indenture, the Indenture, the Notes or the Obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, Dish will be obligated to pay the same immediately. Dish hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture or this Supplemental Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Dish hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice (except that the Trustee shall provide at least ten days' prior written notice to Dish before taking any action for which the Communications Act and/or the FCC rules require such notice and which right to notice is not waivable by Dish) and all demands whatsoever and covenant that this Guarantee will not be discharged except by complete performance of the Obligations guaranteed hereby. If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Guarantor, or any Custodian, Trustee, liquidator or other similar official acting in relation to either the Company or any Guarantor, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Dish agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby. Dish further agrees that, as between Dish, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by Dish for the purpose of this Guarantee. Such Supplemental Indenture shall not contain any terms or provisions expressly subordinating the Guarantee contained therein to any other Indebtedness of Dish. The Dish Guarantee, when effective, will rank pari passu with all senior unsecured Indebtedness of Dish.

Notwithstanding the foregoing, in the event that any Springing Guarantee hereunder would constitute or result in a violation of any applicable fraudulent conveyance or similar law of any relevant jurisdiction, the liability of a Springing Guarantor under such Springing Guarantee shall be reduced to the maximum amount permissible under such fraudulent conveyance or similar law.

SECTION 11.04. EXECUTION AND DELIVERY OF SPRINGING GUARANTEE.

To evidence each Springing Guarantee set forth in Section 11.03, each Guarantor hereby agrees that a notation of such Springing Guarantee substantially in the form of Exhibits C and D shall be endorsed by an officer of such Springing Guarantor on each Note authenticated and delivered by the Trustee with respect to which such Springing Guarantee has been effected pursuant to Section 11.03, and that this Indenture and the Supplemental Indenture executed pursuant to Section 11.03 relating thereto shall be executed on behalf of such Springing Guarantor by its President or one of its Vice Presidents and attested to by an Officer.

Each Springing Guarantor hereby agrees that any Springing Guarantee effected pursuant to Section 11.03 shall remain in full force and effect notwithstanding any failure to endorse on each Note to which it applies a notation of such Springing Guarantee.

If an officer or Officer whose signature is on this Indenture, any Supplemental Indenture or on the Springing Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Springing Guarantee is endorsed, the Springing Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of any Springing Guarantee set forth in this Indenture or any Supplemental Indenture which has been effected pursuant to Section 11.03 with respect to such Note on behalf of the Springing Guarantors.

SECTION 11.05. GUARANTORS MAY CONSOLIDATE, ETC., ON CERTAIN TERMS.

Subject to Section 10.10 and Section 11.07, EchoStar may not consolidate or merge with or into (whether or not such Guarantor is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, another Person unless:

(a) such Guarantor is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(b) the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or the Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made assumes all the obligations of such Guarantor pursuant to a supplemental indenture in form reasonably satisfactory to the Trustee, under the Notes and this Indenture;

(c) immediately after such transaction no Default or Event of Default exists; and

(d) such Guarantor or the Person formed by or surviving any such consolidation or merger, or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made (i) shall have Consolidated Net Worth immediately

after the transaction (but prior to any purchase accounting adjustments or accrual of deferred tax liabilities resulting from the transaction) not less than the Consolidated Net Worth of such Guarantor immediately preceding the transaction and (ii) shall have an Indebtedness to Cash Flow Ratio immediately after the transaction that does not exceed such Guarantor's Indebtedness to Cash Flow Ratio immediately preceding the transaction.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor corporation, by Supplemental Indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of any Guarantee previously signed by the Guarantor and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Guarantor, such successor corporation shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor corporation thereupon may cause to be signed any or all of the Guarantees to be issuable hereunder by such Guarantor and delivered to the Trustee. All the Guarantees so issued shall in all respects have the same legal rank and benefit under this Indenture as the Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Guarantees had been issued at the date of the execution of such Guarantee by such Guarantor.

Except as set forth in Articles 4 and 5, nothing contained in this Indenture shall prevent any consolidation or merger of a Guarantor with or into the Company or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company.

SECTION 11.06. INTENTIONALLY OMITTED.

SECTION 11.07. RELEASES FROM GUARANTEES.

If pursuant to any sale of assets (including, if applicable, all of the capital stock of any Guarantor which is a Subsidiary of the Company) or other disposition by way of merger, consolidation or otherwise the assets sold include all or substantially all of the assets of any Guarantor which is a Subsidiary of the Company or all of the capital stock of any such Guarantor, then such Guarantor (in the event of a sale or other disposition of all of the capital stock of such Guarantor) or the Person acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of such a Guarantor) shall be released and relieved of its obligations under its Guarantee or Section 11.05, as the case may be; PROVIDED that in the event of an Asset Sale, the Net Proceeds from such sale or other disposition are applied in accordance with the provisions of Section 4.10. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of this Indenture, including without limitation Section 4.10, the Trustee shall execute any documents reasonably required in order to evidence the release of any such Guarantor from its obligations under its Guarantee. Any such Guarantor not released from its obligations under its Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of such Guarantor under the Indenture as provided in this Article 11.

ARTICLE 12.
MISCELLANEOUS

SECTION 12.01. TRUST INDENTURE ACT CONTROLS.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA Section 318(c), the imposed duties shall control.

SECTION 12.02. NOTICES.

Any notice or communication by the Company or the Trustee to the other is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), telex, telecopier or overnight air courier guaranteeing next day delivery, to the other's address:

If to the Company:

EchoStar DBS Corporation
90 Inverness Circle East
Englewood, Colorado 80112
Telecopier No.: (303) 799-0354
Attention: David K. Moskowitz, Esq.

With a copy to:

Baker & Hostetler
303 17th Street
Denver, CO 80401
Telecopier No.: (303) 861-2307
Attention: Gregory S. Brown

If to the Trustee:

First Trust National Association
180 East Fifth Street
Saint Paul, Minnesota 55101
Telecopier No: (612) 244-0711
Attention: Corporate Trust Administration

The Company or the Trustee, by notice to the other may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders of Notes) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder of a Note shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder of a Note or any defect in it shall not affect its sufficiency with respect to other Holders of Notes.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders of Notes, it shall mail a copy to the Trustee and each Agent at the same time.

SECTION 12.03. COMMUNICATION BY HOLDERS OF NOTES WITH OTHER HOLDERS OF NOTES.

Holders of the Notes may communicate pursuant to TIA Section 312(b) with other Holders of Notes with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

SECTION 12.04. CERTIFICATE AND OPINION AS TO CONDITIONS PRECEDENT.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

SECTION 12.05. STATEMENTS REQUIRED IN CERTIFICATE OR OPINION.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA Section 314(a)(4)) shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

SECTION 12.06. RULES BY TRUSTEE AND AGENTS.

The Trustee may make reasonable rules for action by or at a meeting of Holders of Notes. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 12.07. NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, INCORPORATORS AND STOCKHOLDERS.

No director, officer, employee, incorporator or stockholder of EchoStar, the Company or any of their Affiliates, as such, shall have any liability for any obligations of EchoStar, the Company and any of their Affiliates under the Notes or this Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 12.08. GOVERNING LAW.

The internal law of the State of New York shall govern and be used to construe this Indenture, the Notes and the Guarantees.

SECTION 12.09. NO ADVERSE INTERPRETATION OF OTHER AGREEMENTS.

This Indenture may not be used to interpret another indenture, loan or debt agreement of EchoStar or its Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 12.10. SUCCESSORS.

All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successor.

SECTION 12.11. SEVERABILITY.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 12.12. COUNTERPART ORIGINALS.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 12.13. TABLE OF CONTENTS, HEADINGS, ETC.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor and the Trustee have caused this Indenture to be duly executed as of the day and year first above written.

ECHOSTAR DBS CORPORATION,
a Colorado corporation

By: /s/ DAVID K. MOSKOWITZ

David K. Moskowitz
Senior Vice President, General Counsel and Secretary

ECHOSTAR COMMUNICATIONS CORPORATION,
a Nevada corporation

By: /s/ DAVID K. MOSKOWITZ

David K. Moskowitz
Senior Vice President, General Counsel and Secretary

ECHOSTAR SATELLITE BROADCASTING CORPORATION,
a Colorado corporation

By: /s/ DAVID K. MOSKOWITZ

David K. Moskowitz
Senior Vice President, General Counsel and Secretary

DISH, LTD.,
a Nevada corporation

By: /s/ DAVID K. MOSKOWITZ

David K. Moskowitz
Senior Vice President, General Counsel and Secretary

FIRST TRUST NATIONAL ASSOCIATION, a Trustee

By: /s/ RICHARD H. PROKOSCH

Richard H. Prokosch
Trust Officer Corporate Finance

EXHIBITS

EXHIBIT A	SENIOR SECURED NOTES
EXHIBIT B	ECHOSTAR GUARANTEE
EXHIBIT C	ESBC GUARANTEE
EXHIBIT D	DISH LTD. GUARANTEE
EXHIBIT E	INTEREST ESCROW ACCOUNT AGREEMENT
EXHIBIT F	SATELLITE ESCROW ACCOUNT AGREEMENT
EXHIBIT G	STOCK PLEDGE AGREEMENT
EXHIBIT H	ESCROW SECURITY AGREEMENT
EXHIBIT I	SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT
EXHIBIT J	ECHOSTAR IV SECURITY AGREEMENT
EXHIBIT K	SECURITY INTEREST PLEDGE AGREEMENT

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INTEREST ESCROW AGREEMENT

Among

FIRST TRUST NATIONAL ASSOCIATION
(as "Escrow Agent" and "Trustee")

and

ECHOSTAR DBS CORPORATION
("Company")

June 25, 1997

- ---

INTEREST ESCROW AGREEMENT

This INTEREST ESCROW AGREEMENT ("AGREEMENT"), dated as of June 25, 1997, by and among FIRST TRUST NATIONAL ASSOCIATION, as escrow agent ("ESCROW AGENT") and as trustee for the benefit of the holders of the Notes (as defined below) under the Indenture (as defined below) (the "TRUSTEE"), and ECHOSTAR DBS CORPORATION, a Colorado corporation (the "COMPANY").

RECITALS

A. Pursuant to that certain Indenture dated as of June 25, 1997, by and among the Company, EchoStar Communications Corporation, EchoStar Satellite Broadcasting Corporation, Dish, Ltd. and the Trustee (the "INDENTURE"), the Company has issued $375,000,000 aggregate principal amount of its 12 1/2% Senior Secured Notes due 2002 ("NOTES").

B. As security for its obligation to repay the Notes, the Company has executed and delivered to the Trustee, in addition to the Indenture, (i) a Security Agreement, in which the Company grants to the Trustee a security interest in (x) the Interest Escrow Account (as defined herein) established hereby and (y) the escrow account established by the Satellite Escrow Agreement dated as of the date hereof; and (ii) certain other collateral-related documents.

C. As security for the Company's obligation to repay the Notes, EchoStar Communications Corporation ("ECHOSTAR") has executed and delivered to the Trustee a Pledge Agreement in which EchoStar grants to the Trustee a pledge of all of EchoStar's right, title and interest in and to all of the issued and outstanding capital stock of the Company.

D. The parties have entered into this Agreement to set forth the conditions upon which, and the manner in which, funds will be disbursed from the Interest Escrow Account and released from the security interest and lien described in SECTION 6(a) of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. Capitalized terms used herein but not defined shall have the meaning given in the Indenture. In addition to any other defined terms used herein, the following terms shall constitute defined terms for purposes of this Agreement and shall have the meanings set forth below:

"ACCEPTABLE REPLACEMENT ESCROW AGENT" means a corporation organized and doing business under the laws of the United States of America or of any state thereof authorized under such laws to exercise corporate trustee power, subject to supervision or examination by federal or state authority and having a combined capital and surplus of at least $100 million as set forth in its most recent published annual report of condition.

"AFFILIATES" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"AVAILABLE FUNDS" means (A) the sum of (i) the Initial Escrow Amount and (ii) interest earned or dividends paid on the funds in the Interest Escrow Account (including holdings of Marketable Securities), less (B) the aggregate disbursements previously made pursuant to this Agreement.

"COLLATERAL" shall have the meaning given in SECTION 6(a) hereof.

"ESCROW AGENT" has the meaning set forth in the preamble to this Agreement.

"ESCROW ACCOUNT STATEMENT" shall have the meaning given in SECTION 2(g).

"INITIAL ESCROW AMOUNT" means $109.0 million.

"INTEREST ESCROW ACCOUNT" means the escrow account established pursuant to SECTION 2.

"INTEREST PAYMENT DATE" means July 1 and January 1 of each year commencing on January 1, 1998 until the Notes are paid in full (or if any such day is not a Business Day the next succeeding Business Day).

"ISSUE DATE" means June 25, 1997.

"PAYMENT NOTICE AND DISBURSEMENT REQUEST" means a notice sent by the Trustee to the Escrow Agent requesting a disbursement of funds from the Interest Escrow Account, in substantially the form of EXHIBIT A hereto. Each Payment Notice and Disbursement Request shall be signed by an officer of the Trustee.

2. INTEREST ESCROW ACCOUNT, ESCROW AGENT.

(a) APPOINTMENT OF ESCROW AGENT. The Trustee and the Company hereby appoint Escrow Agent, and Escrow Agent hereby accepts appointment, as escrow agent under the terms and conditions of this Agreement. The term "Escrow Agent" shall be deemed to include the successor to First Trust National Association.

(b) ESTABLISHMENT OF INTEREST ESCROW ACCOUNT. Concurrently with the execution and delivery hereof, Escrow Agent shall establish the Interest Escrow Account at its office at 180 East Fifth Street, Saint Paul, MN 55101. Subject to the security interest granted therein for the benefit of the Trustee, and subject to the other terms and conditions of this Agreement, all funds accepted by Escrow Agent pursuant to this Agreement shall be held for the exclusive benefit of the Trustee, for the ratable benefit of the holders of the Notes. All such funds shall be held in the Interest Escrow Account until disbursed in accordance with the terms hereof. The Interest Escrow Account, the funds held therein and any Marketable Securities held by the Escrow Agent shall be deemed to be under the sole dominion and control of Escrow Agent for the benefit of the Trustee for the ratable benefit of the holders of the Notes, and all such funds shall be held by the Escrow Agent separate and apart from all other funds of or held by the Escrow Agent. Concurrently with the execution and delivery hereof, the Company shall deliver the Initial Escrow Amount to the Escrow Agent for deposit into the Interest Escrow Account against the Escrow Agent's written acknowledgment and receipt of the Initial Escrow Amount.

(c) ESCROW AGENT COMPENSATION.

(i) Escrow Agent and any Acceptable Replacement Escrow Agent shall be compensated pursuant to a separate agreement between the Company and Escrow Agent or such Acceptable Replacement Escrow Agent.

(ii) Escrow Agent shall be entitled to disburse from the Interest Escrow Account all amounts due to Escrow Agent as compensation for services to be performed by Escrow Agent under this Agreement (as determined by agreement with the Company or pursuant to Section 2(c)(ii)). The final payment pursuant to this Section 2(c)(ii) shall be prorated if for a partial month.

(d) INVESTMENT OF FUNDS IN INTEREST ESCROW ACCOUNT. Funds deposited in the Interest Escrow Account shall be invested and reinvested upon the following terms and conditions:

(i) ACCEPTABLE INVESTMENTS. Funds deposited in the Interest Escrow Account shall initially be invested in a manner such that the Company reasonably determines at such time that there will be sufficient funds available without any further investment by the Company (other than the reinvestment of funds as Marketable Securities mature and other than amounts which the Company shall from time to time segregate from the proceeds of the sale of the Notes for deposit into the Interest Escrow Account to provide for the payment of interest on the outstanding Notes on each Interest Payment Date beginning on and including January 1, 1998 and through and including the Interest Payment Date on January 1, 2000) to cover all interest due on the outstanding Notes, as such interest becomes due, for each Interest Payment Date occurring from the Issue Date and ending on (and including) January 1, 2000. The Escrow Agent shall have no responsibility for determining whether funds held in the Interest Escrow Account shall have been invested in such a manner so as to comply with the requirements of this clause (i).

(ii) SECURITY INTEREST IN INVESTMENTS. No investment of funds in the Interest Escrow Account shall be made unless the Company has certified to Escrow Agent upon advice of legal counsel that, upon such investment, the Trustee will have a first perfected security interest in the applicable

investment (such advice of legal counsel relating solely to the manner of perfecting a security interest in a particular type of investment, but not to whether such perfection has been achieved in the instance). A certificate as to a class of investments need not be issued with respect to individual investments in securities in that class if the certificate applicable to the class remains accurate with respect to such individual investments, which continued accuracy the Escrow Agent may conclusively assume. When and if the Indenture is qualified under the Trust Indenture Act of 1939, as amended (the "TIA"), on such date and on each anniversary of such date until the date upon which the balance of the Available Funds shall have been reduced to zero, each of the Trustee and the Escrow Agent shall receive an opinion of counsel to the Company, dated each such date as applicable, which opinion shall meet the requirements of Section 314(b) of the TIA.

(iii) INTEREST AND DIVIDENDS. All interest earned and dividends paid on funds invested in such Marketable Securities shall be deposited in the Interest Escrow Account for the exclusive benefit of the Trustee for the ratable benefit of the holders of the Notes and shall be reinvested in accordance with the terms hereof at the Company's written instruction and subject to disbursement as provided herein.

(e) LIMITATION ON ESCROW AGENT'S RESPONSIBILITIES.

(i) Escrow Agent's duties and responsibilities shall be limited to those expressly set forth in this Agreement and are purely ministerial in nature. Escrow Agent shall not be subject to, or obligated to recognize, any other agreement to which the Company, the Trustee, or either of them may be a party. References in this Agreement to any such agreement are for identification and definitional purposes only.

(ii) Escrow Agent shall have no obligation with respect to the Interest Escrow Account other than to follow faithfully instructions contained in this Agreement or delivered to Escrow Agent in accordance with this Agreement. Escrow Agent may rely and act upon any written notice, instruction, direction, request, waiver, consent, receipt, or other paper or document ("INSTRUCTIONS") which it believes in good faith to be genuine and what it purports to be. Escrow Agent shall be subject to no liability with respect to

the form, execution, or validity of any such Instruction. The Escrow Agent shall not be liable for verifying the accuracy of any certifications made by the Company in any Payment Notice and Disbursement Request.

(iii) Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for doing anything which, in good faith, it may do or refrain from doing in connection with the Interest Escrow Account, except in each case in the event of Escrow Agent's gross negligence or wilful misconduct.

(f) SUBSTITUTION OF ESCROW AGENT.

(i) The Company shall have the right to cause Escrow Agent to be relieved of its duties hereunder and to select a substitute escrow agent to serve hereunder (provided such substitute escrow agent is an Acceptable Replacement Escrow Agent), upon the expiration of thirty (30) days following delivery of written notice of substitution to Escrow Agent and the Trustee. Upon selection of such substitute escrow agent, such substitute escrow agent and the parties hereto other than the substituted escrow agent shall enter into an agreement substantially identical to this Agreement and, thereafter, Escrow Agent shall be relieved of its duties and obligations to perform hereunder, except that Escrow Agent shall transfer to the substitute escrow agent upon request therefor all funds and Marketable Securities maintained by Escrow Agent hereunder and copies of all books, records, plans and other documents in Escrow Agent's possession relating to such funds or Marketable Securities or this Agreement.

(ii) Escrow Agent, or any substitute escrow agent, may at any time resign and be discharged of its duties and obligations under this Agreement by giving at least thirty days' notice to the Company and the Trustee. The Company shall appoint an Acceptable Replacement Escrow Agent or substitute escrow agent within such thirty day period.

(iii) If the Company fails to appoint a substitute escrow agent as required under paragraph (ii) above, Escrow Agent shall deliver all assets held in the Escrow Account to an Acceptable Replacement Escrow Agent of

either its choosing or as appointed by a court upon application therefor.

(iv) Escrow Agent shall be discharged from any further duties under this Agreement upon its transfer of the assets held in the Escrow Account to an Acceptable Replacement Escrow Agent.

(g) INTEREST ESCROW ACCOUNT STATEMENT. At least 30 days prior to each Interest Payment Date, the Escrow Agent shall deliver to the Company and the Trustee a statement setting forth with reasonable particularity the Collateral then held by the Escrow Agent, and the manner in which such funds are invested (the "ESCROW ACCOUNT STATEMENT"). The books and records of the Escrow Agent with respect to the Interest Escrow Account shall be open to inspection and audit at reasonable times during reasonable business hours by the Trustee and the Company or their respective representatives. The parties hereto irrevocably instruct Escrow Agent that on the first date upon which the balance in the Interest Escrow Account (including the holdings of all Marketable Securities) is reduced to zero, Escrow Agent shall deliver to the Company and to the Trustee a notice that the balance in the Interest Escrow Account has been reduced to zero.

(h) OTHER POWERS OF ESCROW AGENT.

(i) Escrow Agent may register any investments held by the Interest Escrow Account in its nominee name without increase or decrease of liability.

(ii) Escrow Agent may consult with and obtain advice from legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or any of Escrow Agent's duties under this Agreement, and Escrow Agent shall incur no liability in acting in good faith in accordance with the advice of such counsel. The fees for consultation with such counsel shall be a proper expense chargeable to the Interest Escrow Account without a Payment Notice and Disbursement Request, provided that Escrow Agent provides the Company with prior written notice of any such charge.

(i) INCUMBENCY CERTIFICATE. The Company and the Trustee each shall provide a certificate to Escrow Agent as to the incumbency and signatures of those individuals authorized to provide from time to time instructions relating to the Interest Escrow Account or to execute

documents to be provided to Escrow Agent. The Company and the Trustee also shall promptly notify Escrow Agent of any changes to such a certificate. Escrow Agent may rely on the accuracy and completeness of any such certificate unless and until it has received an acceptable replacement certificate. All certificates provided under this Section 2(i) shall be executed by the applicable party's corporate secretary or assistant secretary or, if the party does not have a corporate secretary or assistant secretary, by a comparable officer.

3. DISBURSEMENTS.

(a) DISBURSEMENTS. At least three (3) Business Days prior to an Interest Payment Date, the Trustee shall submit to the Escrow Agent a completed Payment Notice and Disbursement Request substantially in the form of EXHIBIT A hereto and the Escrow Agent shall, upon such Interest Payment Date for which the completed Payment Notice and Disbursement Request was submitted, disburse the funds requested to the Holders of the Notes. The Escrow Agent shall notify the Trustee and the Company as soon as reasonably possible (but not later than two (2) Business Days from the date of receipt of the Payment Notice and Disbursement Request) if any Payment Notice and Disbursement Request is rejected and the reason(s) therefor.

(b) RETIRED NOTES. In the event a portion of the Notes has been retired by the Company and submitted to the Trustee for cancellation and there is no Default or Event of Default under the Indenture, funds representing the lesser of (A) the excess of the amount sufficient to pay interest through and including January 1, 2000 on the Notes not so retired and (B) the interest payments which have not previously been made on such retired Notes for each Interest Payment Date through the Interest Payment Date to occur on January 1, 2000 shall, upon written request of the Trustee to the Escrow Agent, be paid to the Company. The Trustee shall provide such notice to the Escrow Agent (i) upon receipt of notice of similar effect from the Company and (ii) upon compliance with the release of collateral provisions of the TIA to the extent applicable.

(c) EXCESS AMOUNTS. At such time as all interest due on the Notes through and including January 1, 2000 has been paid to the Holders thereof pursuant to the Indenture and in accordance herewith, the Escrow Agent shall disburse all remaining funds in the Interest Escrow Account to the Company.

4. ESCROW AGENT. The Escrow Agent's responsibility and liability under this Agreement shall be limited as follows: (i) the Escrow Agent does not represent, warrant or guaranty to the holders of the Notes from time to time the performance of the Company or the Trustee; (ii) the Escrow Agent shall have no responsibility to the Company or the holders of the Notes or the Trustee from time to time as a consequence of performance or nonperformance by the Escrow Agent hereunder, except for any gross negligence or wilful misconduct of the Escrow Agent; (iii) the Company shall remain solely responsible for all aspects of the Company's business and conduct; and (iv) the Escrow Agent is not obligated to supervise, inspect or inform the Company or any third party of any matter referred to above.

No implied covenants or obligations shall be inferred from this Agreement against the Escrow Agent, nor shall the Escrow Agent be bound by the provisions of any agreement beyond the specific terms hereof. Specifically and without limiting the foregoing, the Escrow Agent shall in no event have any liability in connection with its investment, reinvestment or liquidation, in good faith and in accordance with the terms hereof, of any funds or Marketable Securities held by it hereunder, including, without limitation any liability for any delay not resulting from gross negligence or wilful misconduct in such investment, reinvestment or liquidation, or for any loss of principal or income incident to any such delay.

The Escrow Agent shall be entitled to rely upon any judicial order or judgment, upon any written opinion of counsel or upon any certification, instruction, notice, or other writing delivered to it by the Company or the Trustee in compliance with the provisions of this Agreement without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of service thereof. The Escrow Agent may act in reliance upon any instrument comporting with the provisions of this Agreement or signature believed by it to be genuine and may assume that any person purporting to give notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

The Escrow Agent may act pursuant to the written advice of counsel chosen by it with respect to any matter relating to this Agreement and (subject to SECTION 4(a)(ii)) shall not be liable for any action taken or omitted in accordance with such advice.

The Escrow Agent shall not be called upon to advise any party as to selling to retaining, or taking or refraining from taking any action with respect to, any securities or other property deposited hereunder.

In the event of any ambiguity in the provisions of this Agreement with respect to any funds or property deposited hereunder, the Escrow Agent shall be entitled to refuse to comply with any and all claims, demands or instructions with respect to such funds or property, and the Escrow Agent shall not be or become liable for its failure or refusal to comply with conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until either any conflicting or adverse claims or demands shall have been finally determined by a court of competent jurisdiction or settled by agreement between the conflicting claimants as evidenced in a writing, satisfactory to the Escrow Agent, or the Escrow Agent shall have received security or an indemnity satisfactory to the Escrow Agent sufficient to save the Escrow Agent harmless from and against any and all loss, liability or expense which the Escrow Agent may incur by reason of its acting. The Escrow Agent may in addition elect in its sole option to commence an interpleader action or seek other judicial relief or orders as the Escrow Agent may deem necessary.

No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

5. INDEMNITY. The Company shall indemnify, hold harmless and defend Escrow Agent and the Trustee, and their respective directors, officers, agents and employees, from and against any and all claims, actions, obligations, liabilities and expenses, including defense costs, investigative fees and costs, legal fees, and claims for damages, arising from Escrow Agent's and the Trustee's respective performance under this Agreement, except to the extent that such liability, expense or claim is directly attributable to the gross negligence or wilful misconduct of such indemnified person. In connection with any claim, action, obligation, liability or expense for which indemnification is sought by the Escrow Agent hereunder, the Escrow Agent shall be entitled to recover its costs as incurred from funds available in the Interest Escrow Account.

6. GRANT OF SECURITY INTEREST; INSTRUCTIONS TO ESCROW AGENT.

(a) The Company hereby irrevocably grants a first priority security interest in, pledges, assigns and sets over to the Trustee all of its right, title and interest in the Interest Escrow Account, all funds held therein and all Marketable Securities and replacements thereof and proceeds therefrom held by Escrow Agent pursuant to Section 2, as well as all rights of the Company under this Agreement (collectively, the "COLLATERAL"), to secure all obligations and indebtedness of the Company under the Notes and any other obligation now or hereafter arising, of every kind and nature, owed by the Company under the Indenture to the Holders of the Notes or the Trustee.

(b) The Company and the Trustee hereby irrevocably instruct the Escrow Agent to: (i) maintain all of the Collateral free and clear of all liens, security interests, safekeeping or other charges, demands and claims against Escrow Agent of any nature whatsoever now or hereafter existing, in favor of anyone other than the Trustee; (ii) promptly notify the Trustee if Escrow Agent becomes aware that any person other than the Trustee has a lien or security interest upon any portion of the Collateral (other than any claim which Escrow Agent may have against the Interest Escrow Account for unpaid fees and expenses); and (iii) immediately disburse all funds held in the Interest Escrow Account to the Trustee and transfer title to all Marketable Securities held by Escrow Agent hereunder to the Trustee upon written notice by the Trustee to Escrow Agent that as a result of an Event of Default under the Indenture, the indebtedness represented by the Notes has been accelerated and has become due and payable.

(c) Any money and Marketable Securities collected by the Trustee pursuant to SECTION 6(b)(iii) shall be applied as provided in Section 6.10 of the Indenture.

(d) Upon demand, the Company will execute and deliver to the Trustee such instruments and documents as the Trustee may reasonably deem necessary or advisable to confirm or perfect the rights of the Trustee under this Agreement and the Trustee's interest in the Collateral. The Trustee will take all necessary action within its power to preserve and protect the security interest created hereby as a lien and encumbrance upon the Collateral.

(e) The Company hereby appoints the Trustee as its attorney-in-fact with full power of substitution to do any act which the Company is obligated hereto to do, except that the Trustee shall not direct the investment of any monies on deposit in the Interest Escrow Account, and the Trustee may exercise such rights as the Company might exercise with respect to the Collateral and take any action in the Company's name to protect the Trustee's security interest hereunder.

7. TERMINATION. This Agreement shall terminate automatically ten (10) days following disbursement of all funds remaining in the Interest Escrow Account (including the proceeds of any Marketable Securities), unless sooner terminated by agreement of the parties hereto (in accordance with the terms hereof, not in violation of the Indenture), provided, however, that the obligations of the Company under SECTION 5 of this Agreement shall survive termination of this Agreement or the resignation or removal of the Escrow Agent; provided, further, however, that until such tenth day, the Company will cause this Agreement (or any permitted successor agreement) to remain in effect and will cause there to be an escrow agent (including any permitted successor thereto) acting hereunder (or under any such permitted successor agreement).

8. MISCELLANEOUS.

(a) WAIVER. Any party hereto may specifically waive any breach of this Agreement by any other party, but no such waiver shall be deemed to have been given unless such waiver is in writing, signed by the waiving party and specifically designating the breach waived, nor shall any such waiver constitute a continuing waiver of similar or other breaches.

(b) INVALIDITY. If, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid in a particular case or in all cases, such circumstances shall not have the effect of rendering any of the other provisions of this Agreement inoperative, unenforceable or invalid, and the inoperative, unenforceable or invalid provision shall be construed as if it were written so as to effectuate, to the maximum extent possible, the parties' intent.

(c) ASSIGNMENT. This Agreement is personal to the parties hereto, and the rights and duties of any party hereunder shall not be assignable except with the prior

written consent of the other parties. In any event, this Agreement shall inure to and be binding upon the parties and their successors and permitted assigns.

(d) BENEFIT. The parties hereto, the holders of the Notes and their permitted assigns, but no others, shall be bound hereby and entitled to the benefits hereof.

(e) TIME. Time is of the essence in each provision of this Agreement of which time is an element.

(f) CHOICE OF LAW. The existence, validity, construction, operation and effect of any and all terms and provisions of this Agreement shall be determined in accordance with and governed by the laws of the State of New York, without giving effect to conflict of law principles thereof.

(g) ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes any and all prior agreements, understandings and commitments, whether oral or written. This Agreement may be amended only by a writing signed by duly authorized representatives of all parties.

(h) NOTICES. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given and received, regardless of when and whether received, either: (a) on the day of hand delivery; or (b) three business days following the day sent, when sent by United States certified mail, postage and certification fee prepaid, return receipt requested, addressed as follows:

To Escrow Agent:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

To the Trustee:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

To the Company:

EchoStar DBS Corporation
90 Inverness Circle East
Englewood, CO 80112
Attention: David K. Moskowitz

or at such other address as the specified entity most recently may have designated in writing in accordance with this section to the others.

(i) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(j) CAPTIONS. Captions in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation of this Agreement.

(k) AUTHORITY OF THE COMPANY; VALID AND BINDING AGREEMENT. The Company hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes the legal, valid and binding obligation of the Company. The execution, delivery and performance of this Agreement by the Company does not violate any applicable law or regulation to which the Company is subject and does not require the consent of any governmental or other regulatory body to which the Company is subject, except for such consents and approvals as have been obtained and are in full force and effect.

(l) AUTHORITY OF THE ESCROW AGENT AND THE TRUSTEE; VALID AND BINDING AGREEMENT. Each of the Escrow Agent and the Trustee hereby represents and warrants and this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Interest Escrow Agreement as of the date first above written.

ESCROW AGENT: FIRST TRUST NATIONAL ASSOCIATION

By: /s/ RICHARD PROKOSCH

Name: Richard Prokosch
Title: Trust Officer

TRUSTEE: FIRST TRUST NATIONAL ASSOCIATION

By: /s/ RICHARD PROKOSCH

Name: Richard Prokosch
Title: Trust Officer

COMPANY: ECHOSTAR DBS CORPORATION

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President and General Counsel

Exhibit A

FORM OF PAYMENT NOTICE AND DISBURSEMENT REQUEST

[Letterhead of the Trustee]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___
[indicate whether revised]

Ladies and Gentlemen:

We refer to the Interest Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Unless otherwise specified, capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Payment Notice and Disbursement Request under the Escrow Agreement.

[Choose one of the following, as applicable]

[The undersigned hereby notifies you that a scheduled interest payment in the amount of $_____ will become due on _____, 199_ and requests a disbursement of funds contained in the Interest Escrow Account in such amount to the Holders of the Notes pursuant to Section 3(a) of the Escrow Agreement.]

[The undersigned hereby notifies you that Notes equaling $_____ in aggregate principal amount have been retired and authorizes you to release $_____ of funds in the Interest Escrow Account to the Company (to an account designated by the Company in writing), which amount represents the amount permitted to be released in accordance with Section 3(c) of the Escrow Agreement.]

[The undersigned hereby notifies you that all amounts due on the Notes up to and through January 1, 2000 have been paid from the Interest Escrow Account in

accordance with the Indenture (as defined in the Escrow Agreement) and authorizes you to release to the Company all remaining funds contained in the Interest Escrow Account.]

[In accordance with Section 6(b)(iii) of the Escrow Agreement, the undersigned hereby notifies you that there has been an acceleration of the maturity of the Notes. Accordingly, you are hereby requested to disburse all remaining funds contained in the Interest Escrow Account to the Trustee such that the balance in the Interest Escrow Account is reduced to zero.]

In connection with the requested disbursement, the undersigned hereby notifies you that:

1. [The Notes have not, as a result of an Event of Default (as defined in the Indenture), been accelerated and become due and payable.]

2. All prior disbursements to the Trustee from the Interest Escrow Account have been applied.

3. [Add wire instructions for payment to Trustee.]

The Escrow Agent is entitled to rely on the foregoing in disbursing funds relating to this Payment Notice and Disbursement Request.

FIRST TRUST NATIONAL ASSOCIATION,
as Trustee

By:

Name:
Title:

SATELLITE ESCROW AGREEMENT

Among

FIRST TRUST NATIONAL ASSOCIATION
(as "Escrow Agent" and "Trustee")

and

ECHOSTAR DBS CORPORATION
("Company")

June 25, 1997

TABLE OF EXHIBITS

Exhibit A	Form of Budget
Exhibit B-1	Form of Regular Disbursement Request
Exhibit B-2	Form of Disbursement Request for Regular Disbursements from the Escrow Account on or after Project Completion
Exhibit B-3	Form of Disbursement Request for Funds upon Receipt of Contractual Deferrals
Exhibit B-4	Form of Disbursement Request for Funds from Insurance Proceeds Sub-Account to Construct and Launch Replacement Satellite
Exhibit B-5	Form of Disbursement Request for Funds from Insurance Proceeds Sub-Account to Apply to an Excess Proceeds Offer
Exhibit B-6	Form of Disbursement Request for All Remaining Funds from Insurance Proceeds Sub-Account
Exhibit B-7	Form of Disbursement Request for Funds from Asset Sales Sub-Account to Make Receiver Subsidies or to Buy or Lease Satellite Frequencies at Orbital Slots or to Purchase Tangible Assets or to Purchase a Replacement Satellite
Exhibit B-8	Form of Disbursement Request for Funds from Asset Sales Sub-Account to Apply to an Excess Proceeds Offer
Exhibit B-9	Form of Disbursement Request for All Remaining Funds from Asset Sales Sub-Account
Exhibit C-1	Form of Reporting Accounting Letter for Disbursement Request in the Form of Exhibit B-l or B-2
Exhibit C-2	Form of Reporting Accountant Letter for Disbursement Request in the Form of Exhibit B-3 or B-6

SATELLITE ESCROW AGREEMENT

This SATELLITE ESCROW AGREEMENT ("AGREEMENT"), dated as of June 25, 1997, by and among FIRST TRUST NATIONAL ASSOCIATION, as Escrow Agent ("ESCROW AGENT") and as trustee for the benefit of the holders of the Notes (as defined below) under the Indenture (as defined below) (the "TRUSTEE"), and ECHOSTAR DBS CORPORATION, a Colorado corporation (the "COMPANY").

RECITALS

A. Pursuant to that certain Indenture dated as of June 25, 1997, by and among the Company, the EchoStar Group (as defined below) and the Trustee ("INDENTURE"), the Company has issued $375,000,000 aggregate principal amount of its 12 1/2% Senior Secured Notes due 2002 ("NOTES").

B. As security for its obligation to repay the Notes, the Company has executed and delivered to the Trustee, in addition to the Indenture, (i) a Security Agreement, in which the Company grants to the Trustee a security interest in (x) the Satellite Escrow Account (as defined herein) established hereby and (y) the escrow account established by the Interest Escrow Agreement dated as of the date hereof; and (ii) certain other collateral-related documents.

C. As security for the Company's obligation to repay the Notes, EchoStar Communications Corporation ("ECHOSTAR") has executed and delivered to the Trustee a Pledge Agreement in which EchoStar grants to the Trustee a pledge of all of EchoStar's right, title and interest in and to all of the issued and outstanding capital stock of the Company.

D. The parties have entered into this Agreement to set forth the conditions upon which, and the manner in which, funds will be disbursed from the Satellite Escrow Account to permit, among other things, the Company to make required payments under the Satellite Contract and Launch Contract as well as to make payments of Launch Insurance or In-Orbit Insurance.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINED TERMS. Capitalized terms used herein but not defined shall have the meaning given in the Indenture. In addition to any other defined terms used herein, the following terms shall constitute defined terms for purposes of this Agreement and shall have the meanings set forth below:

"ACCEPTABLE REPLACEMENT ESCROW AGENT" means a corporation organized and doing business under the laws of the United States of America or of any state thereof authorized under such laws to exercise corporate trustee power, subject to supervision or

examination by federal or state authority and having a combined capital and surplus of at least $100 million as set forth in its most recent published annual report of condition.

"ACCEPTABLE REPLACEMENT REPORTING ACCOUNTANT" means any of the largest six nationally recognized accounting firms.

"ASSET SALES SUB-ACCOUNT" has the meaning given in Section 2(d).

"AVAILABLE FUNDS" means, as of any time the calculation of Available Funds is made, (a) the proceeds from the issuance and sale of the Notes remaining in the Satellite Escrow Account, (b) net revenue which the Company expects to realize within the period within which such Available Funds are required to be available deriving from the Satellite which at the time the calculation is made is in commercial operation, based upon then existing contracts for use of such Satellite or from existing businesses to the extent such revenues will be available to the Company, (c) the net proceeds from certain asset sales permitted by Section 4.10 of the Indenture, (d) the proceeds of any insurance received by the Company as the result of any launch failure of the Satellite, or any replacement therefor, and which are permitted by the Indenture to be applied to the development, construction, insurance, launch and operation of a replacement satellite, and (e) funds contained in the Company's deposit or other accounts; in each case without duplication and not including any funds which the Company is contractually prohibited from expending on items in the Budget or which are committed to or required for other business uses.

"BUDGET" means an itemized schedule in substantially the form attached as EXHIBIT A, as such Budget may be amended from time to time pursuant to Section 4(a).

"DISBURSEMENT REQUEST" means a request for disbursement by the Company in substantially the form of EXHIBIT B-1 for disbursements requested from the Satellite Escrow Account prior to Project Completion, in substantially the form of EXHIBIT B-2 for disbursements requested subsequent to Project Completion, in substantially the form of EXHIBIT B-3 for disbursements requested upon receipt of contractual deferrals, in substantially the form of EXHIBIT B-4 for disbursements requested from the Insurance Proceeds Sub-Account, in substantially the form of EXHIBIT B-5 for disbursements requested from the Insurance Proceeds Sub-Account in the event of an Excess Proceeds Offer, in substantially the form of EXHIBIT B-6 for a disbursement request for all remaining funds from the Insurance Proceeds Sub-Account after an Excess Proceeds Offer, in substantially the form of EXHIBIT B-7 for disbursements requested from the Asset Sales Sub-Account, in substantially the form of EXHIBIT B-8 for disbursements requested from the Asset Sales Sub-Account in the event of an Excess Proceeds Offer, and in substantially the form of EXHIBIT B-9 for a disbursement request for all remaining funds from the Asset Sales Sub-Account after an Excess Proceeds Offer. Each Disbursement Request shall be signed by two officers of the Company, one of which shall be the Chief Financial Officer or other senior officer of the Company responsible for financial matters.

"ECHOSTAR GROUP" means EchoStar Communications Corporation, EchoStar Satellite Broadcasting Corporation and Dish, Ltd.

"ECHOSTAR PARTIES" means the Company, Dish, Ltd. and EchoStar Satellite Broadcasting Corporation.

"ELIGIBLE INSTITUTION" means a commercial banking institution (which may include Escrow Agent and its affiliates) that has combined capital and surplus of not less than $500 million or its equivalent in foreign currency, whose debt is rated "A" (or higher) according to Standard & Poor's Corporation ("S&P") or Moody's Investors Service, Inc. ("MOODY'S") at the time as of which any investment or rollover therein is made.

"ESCROW AGENT" has the meaning set forth in the preamble to this Agreement.

"GOVERNMENT SECURITIES" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States is pledged.

"INITIAL ESCROW AMOUNT" shall mean $112.0 million.

"INSURANCE PROCEEDS SUB-ACCOUNT" has the meaning given in Section 2(c).

"LAUNCH CONTRACT" means the launch services contract for the launch of EchoStar IV.

"OFFERING" means the private offering of the Notes.

"OFFERING MEMORANDUM" means the Offering Memorandum dated June 20, 1997, relating to the Offering.

"PROJECT" means the construction, launch and insurance of EchoStar IV.

"PROJECT COMPLETION" means that all requisite events have occurred or failed to occur such that the Company can determine all amounts which will at any time be due and owing under the Launch Contract and Satellite Contract and to any other person entitled to funds contained in the Budget, and all such amounts have been paid.

"REPORTING ACCOUNTANT" means Arthur Andersen LLP or, if the context requires, the Acceptable Replacement Reporting Accountant.

"REPORTING LETTER" means a letter in substantially the form of EXHIBIT C-1 or EXHIBIT C-2, from the Reporting Accountant.

"SATELLITE CONTRACT" means the satellite construction contract relating to the Satellite.

"SATELLITE ESCROW ACCOUNT" means the escrow account established pursuant to Section 2(b).

"SATELLITE" means the communications satellite described in the Offering Memorandum as EchoStar IV.

II. SATELLITE ESCROW ACCOUNT, ESCROW AGENT.

A. APPOINTMENT OF ESCROW AGENT. The Trustee and the Company hereby appoint Escrow Agent, and Escrow Agent hereby accepts appointment, as escrow agent under the terms and conditions of this Agreement. The term "Escrow Agent" shall be deemed to include the successor to First Trust National Association.

B. ESTABLISHMENT OF SATELLITE ESCROW ACCOUNT. Concurrently with the execution and delivery hereof, Escrow Agent shall establish the Satellite Escrow Account at its office at 180 East Fifth Street, Saint Paul, MN 55101. Subject to the security interest granted therein for the benefit of the Trustee, and subject to the other terms and conditions of this Agreement, all funds accepted by Escrow Agent pursuant to this Agreement shall be held for the benefit of the Company and the holders of the Notes in the Satellite Escrow Account. All such funds shall be held in the Satellite Escrow Account until disbursed in accordance with the terms hereof. The Satellite Escrow Account shall be deemed to be under the sole dominion and control of Escrow Agent for the benefit of the Trustee. Concurrently with the execution and delivery hereof, the Company shall deliver the Initial Escrow Amount to the Escrow Agent for deposit into the Satellite Escrow Account. The Company shall also deposit into the Escrow Account any refundings of amounts paid pursuant to the Satellite Contract and the Launch Contract. Escrow Agent shall issue a receipt, or an initial account statement as described in Section 2(i), evidencing and acknowledging Escrow Agent's receipt of all such funds.

C. INSURANCE PROCEEDS. Under certain circumstances as further described in the Indenture, the Company, certain Subsidiaries or certain loss payees are obligated to deposit with Escrow Agent all or a portion of the proceeds of certain casualty insurance payments. Escrow Agent shall accept such insurance proceeds, placing all funds relating to a casualty to either Satellite in a segregated sub-account in the Satellite Escrow Account entitled "Insurance Proceeds Sub-Account." Such sub-account shall for all purposes of this Agreement be treated as the Satellite Escrow Account except as expressly specified herein.

D. PROCEEDS FROM ASSET SALES. Under certain circumstances as further described in the Indenture, the Company, certain Subsidiaries or a third party is obligated to deposit with Escrow Agent the proceeds of asset sales. Escrow Agent shall accept such asset sale proceeds, placing all funds relating to such sale in a segregated sub-account in the Satellite Escrow Account entitled "Asset Sales Sub-Account." Such sub-account shall for all purposes of this Agreement be treated as a part of the Satellite Escrow Account except as expressly specified herein.

E. ESCROW AGENT COMPENSATION.

1. Escrow Agent and any Acceptable Replacement Escrow Agent shall be compensated pursuant to a separate agreement between the Company and Escrow Agent or such Acceptable Replacement Escrow Agent.

2. Escrow Agent shall be entitled to disburse from the Satellite Escrow Account all amounts due to Escrow Agent as compensation for services to be performed by Escrow Agent under this Agreement (as determined by agreement with the

Company or pursuant to Section 2(e)(ii)). Such disbursements need not be made pursuant to a Disbursement Request. The final payment pursuant to this Section 2(e)(ii) shall be prorated if for a partial month.

F. INVESTMENT OF FUNDS IN SATELLITE ESCROW ACCOUNT. Funds deposited in the Satellite Escrow Account shall be invested and reinvested upon the following terms and conditions:

1. ACCEPTABLE INVESTMENTS. All funds held in the Satellite Escrow Account shall be invested and reinvested in Marketable Securities in accordance with the Company's written instructions to Escrow Agent. Escrow Agent shall invest such funds (and all interest earned thereon) in Marketable Securities designated by the Company from time to time. All such Marketable Securities shall be assigned to Escrow Agent, for the benefit of the Company (subject to the security interest of the Trustee), subject to the provisions of Section 6, with bank guaranty of the assignor's signature.

2. SECURITY INTEREST IN INVESTMENTS. No investment of funds in the Satellite Escrow Account shall be made unless the Company has certified to Escrow Agent upon advice of legal counsel that upon such investment, the Trustee will have a first perfected security interest in the applicable investment (such advice of legal counsel relating solely to the manner of perfecting a security interest in a particular type of investment, but not to whether such perfection has been achieved in the instance). A certificate as to a class of investments need not be issued with respect to individual investments in securities in that class if the certificate applicable to the class remains accurate with respect to such individual investments, which continued accuracy the Escrow Agent may conclusively assume.

3. INTEREST AND DIVIDENDS. All interest earned and dividends paid on funds invested in such Marketable Securities shall be deposited in the Satellite Escrow Account (or reinvested, as the case may be) for the benefit of the Company, subject to the security interest granted to the Trustee pursuant to Section 6. Interest earned on the Insurance Proceeds Sub-Account or the Asset Sales Sub-Account shall remain segregated in such sub-account and shall be subject to the security interest granted to the Trustee pursuant to Section 6.

G. LIMITATION ON ESCROW AGENT'S RESPONSIBILITIES.

1. Escrow Agent's duties and responsibilities shall be limited to those expressly set forth in this Agreement and are purely ministerial in nature. Escrow Agent shall not be subject to, or obligated to recognize, any other agreement to which the Company, the Trustee, or either of them may be a party. References in this Agreement to any such agreement are for identification and definitional purposes only.

2. Escrow Agent shall have no obligation with respect to the Satellite Escrow Account other than to follow faithfully instructions contained in this Agreement or delivered to Escrow Agent in accordance with this Agreement. Escrow Agent may rely and act upon any written notice, instruction, direction, request, waiver, consent, receipt, or other paper or document ("INSTRUCTIONS") which it believes in good

faith to be genuine and what it purports to be. Escrow Agent shall be subject to no liability with respect to the form, execution, or validity of any such Instruction. The Escrow Agent shall not be liable for verifying the accuracy of any certifications made by the Company in any Disbursement Request.

3. Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for doing anything which, in good faith, it may do or refrain from doing in connection with the Satellite Escrow Account, except in each case in the event of Escrow Agent's gross negligence or wilful misconduct.

H. SUBSTITUTION OF ESCROW AGENT.

1. The Company shall have the right to cause Escrow Agent to be relieved of its duties hereunder and to select a substitute escrow agent to serve hereunder (provided such substitute escrow agent is an Acceptable Replacement Escrow Agent), upon the expiration of thirty (30) days following delivery of written notice of substitution to Escrow Agent, the Reporting Accountant and the Trustee. Upon selection of such substitute escrow agent, such substitute escrow agent and the parties hereto other than the substituted escrow agent shall enter into an agreement substantially identical to this Agreement and, thereafter, Escrow Agent shall be relieved of its duties and obligations to perform hereunder, except that Escrow Agent shall transfer to the substitute escrow agent upon request therefor all funds and Marketable Securities maintained by Escrow Agent hereunder and copies of all books, records, plans and other documents in Escrow Agent's possession relating to such funds or Marketable Securities or this Agreement.

2. Escrow Agent, or any substitute escrow agent, may at any time resign and be discharged of its duties and obligations under this Agreement by giving at least thirty days' notice to the Company and the Trustee. The Company shall appoint an Acceptable Replacement Escrow Agent or substitute escrow agent within such thirty day period.

3. If the Company fails to appoint a substitute escrow agent as required under paragraph (ii) above, Escrow Agent shall deliver all assets held in the Escrow Account to an Acceptable Replacement Escrow Agent of either its choosing or as appointed by a court upon application therefor.

4. Escrow Agent shall be discharged from any further duties under this Agreement upon its transfer of the assets held in the Escrow Account to an Acceptable Replacement Escrow Agent.

I. SATELLITE ESCROW ACCOUNT STATEMENT. Upon receipt of the initial escrow funds and upon the request of the Company or the Reporting Accountant from time to time thereafter (but not less frequently than monthly), Escrow Agent shall deliver to the Company and the Reporting Accountant a statement setting forth with reasonable particularity the balance of funds then in the Satellite Escrow Account (including all sub-accounts and investments) and the manner in which such funds are invested. The parties hereto irrevocably instruct Escrow Agent that on the first date upon

which the balance in the Satellite Escrow Account (including the holdings of all Marketable Securities) is reduced to zero, Escrow Agent shall deliver to the Trustee and the Reporting Accountant a notice that the balance in the Satellite Escrow Account has been reduced to zero.

J. OTHER POWERS OF ESCROW AGENT.

1. Escrow Agent may register any investments held by the Satellite Escrow Account in its nominee name without increase or decrease of liability.

2. Escrow Agent may consult with and obtain advice from legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or any of Escrow Agent's duties under this Agreement, and Escrow Agent shall incur no liability in acting in good faith in accordance with the advice of such counsel. The fees for consultation with such counsel shall be a proper expense chargeable to the Satellite Escrow Account without a Disbursement Request, provided that Escrow Agent provides the Company with prior written notice of any such charge.

K. INCUMBENCY CERTIFICATE. The Company and the Trustee each shall provide, and the Company shall cause the Reporting Accountant to provide, a certificate to Escrow Agent as to the incumbency and signatures of those individuals authorized to provide from time to time instructions relating to the Satellite Escrow Account or to execute documents to be provided to Escrow Agent. The Company and the Trustee also shall promptly notify (and the Company shall cause the Reporting Accountant to notify) Escrow Agent of any changes to such a certificate. Escrow Agent may rely on the accuracy and completeness of any such certificate unless and until it has received an acceptable replacement certificate. All certificates provided under this Section 2(k) shall be executed by the applicable party's corporate secretary or assistant secretary or, if the party does not have a corporate secretary or assistant secretary, by a comparable officer.

III. REPORTING ACCOUNTANT. During such time as any funds remain in the Satellite Escrow Account, the Company shall retain the Reporting Accountant or an Acceptable Replacement Reporting Accountant to perform the duties described in the form of Reporting Letter attached as EXHIBIT C-1 and EXHIBIT C-2. The Company shall be responsible for compensating the Reporting Accountant. The Company shall have the right to cause replacement of the Reporting Accountant and to select a substitute reporting accountant (provided such substitute reporting accountant is an Acceptable Replacement Reporting Accountant), upon the expiration of thirty (30) days following delivery of written notice of substitution to the Reporting Accountant, Escrow Agent and the Trustee.

IV. DISBURSEMENTS.

A. BUDGET. The Company shall amend the Budget concurrently with submission of each Disbursement Request, and shall provide the Reporting Accountant with such amended Budget. Such amendment shall reflect any material changes in any line item thereof, including without limitation change orders under the Satellite Contract or the Launch Contract, and shall reflect expenditures made since

the previous Budget, and remaining costs, including, if a replacement satellite is to be acquired after casualty to a Satellite, costs related to such replacement satellite. Any such amendment shall be in writing and shall identify with particularity any line item of "Total Costs" to be increased or decreased, and the amount of the increase or decrease.

B. PERIODIC REVIEW. The Company shall afford the Reporting Accountant the right to meet periodically at reasonable times with representatives of the Company and such employees, consultants or agents of the Company, or affiliates thereof, as the Reporting Accountant shall reasonably request. In addition, the Reporting Accountant shall have the right at reasonable times to review all information (including contracts) supporting the Company's amendments to the Budget and Disbursement Requests and certificates in support thereof. The Reporting Accountant shall be permitted to contact any contractor, subcontractor or supplier of materials or services for purposes of confirming receipt of disbursements. The Reporting Accountant shall be entitled to examine, copy and make extracts of the books, records, accounting data and other documents of the Company, including without limitation bills of sale, statements, receipts, conditional and unconditional lien releases, contracts or agreements, which relate to any materials, fixtures or articles incorporated into the Satellite or to be used or consumed in connection therewith. The Company agrees to cooperate with the Reporting Accountant in assisting the Reporting Accountant in the performance of its duties.

C. REGULAR DISBURSEMENTS FROM SATELLITE ESCROW ACCOUNT. If Escrow Agent has determined that all conditions to disbursement set forth below have been satisfied with respect to any Disbursement Request, Escrow Agent shall disburse funds from the Satellite Escrow Account (other than the Insurance Proceeds Sub-Account and the Asset Sales Sub-Account, except as provided in Section 4(d) and 4(e)), to the Company in the amounts requested in such Disbursement Request (for application in accordance with agreements of the Company, including provisions in the Indenture) provided:

(i) a. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-1 and a copy of a properly completed Reporting Letter substantially in the form of EXHIBIT C-1; provided that with regard to the first Disbursement Request under this Agreement the Company shall not be required to submit a completed Reporting Letter in the form of EXHIBIT C-1; or

b. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-2 and a copy of a properly completed Reporting Letter substantially in the form of EXHIBIT C-1; and

c. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-3 and a copy of a properly completed Reporting Letter substantially in the form of EXHIBIT C-1; and

(ii) Escrow Agent shall not have received any notice from the Trustee that as a result of an Event of Default (as defined in the Indenture),

the indebtedness represented by the Notes has been accelerated and has become due and payable.

D. DISBURSEMENT OF FUNDS FROM THE INSURANCE PROCEEDS SUB-ACCOUNT. If Escrow Agent has determined that all conditions to disbursements set forth below have been satisfied with respect to any Disbursement Request for funds in the Insurance Proceeds Sub-Account, Escrow Agent shall disburse funds from such Sub-Account to the Company in the amounts requested in such Disbursement Request (for application in accordance with agreements of the Company, including provisions in the Indenture) provided:

1. a. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-4, and a copy of a properly completed Reporting Letter substantially in the form of EXHIBIT C-2; or

b. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-5; or

c. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-6; and

2. Escrow Agent shall not have received any notice from the Trustee that, as a result of an Event of Default (as defined in the Indenture), the indebtedness represented by the Notes has been accelerated and has become due and payable.

E. DISBURSEMENT OF FUNDS FROM THE ASSET SALES SUB-ACCOUNT. If Escrow Agent has determined that all conditions to disbursements set forth below have been satisfied with respect to any Disbursement Request for funds in the Asset Sales Sub-Account, Escrow Agent shall disburse funds from such Sub-Account to the Company in the amounts requested in such Disbursement Request (for application in accordance with agreements of the Company, including provisions in the Indenture) provided:

1. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-7, and a copy of a properly completed Reporting Letter substantially in the form of EXHIBIT C-2; or

a. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-8; or

b. Escrow Agent shall have received from the Company a properly completed Disbursement Request in the form of EXHIBIT B-9; and

2. Escrow Agent shall not have received any notice from the Trustee that, as a result of an Event of Default (as defined in the Indenture), the indebtedness represented by the Notes has been accelerated and has become due and payable.

F. LIMITATION ON MONTHLY DISBURSEMENTS. No disbursements made pursuant to a Disbursement Request may exceed $15 million, except (i) to the extent that the disbursement is made directly by Escrow Agent (by wire transfer, check or other direct payment) to a recipient other than EchoStar or its Subsidiaries, (ii) disbursement of funds to be used to make required payments under the Satellite Contract and Launch Contract, (iii) disbursement of funds to be used to make payments of Launch Insurance or In-Orbit Insurance, or (iv) if made pursuant to a certificate in the form of EXHIBIT B-2, EXHIBIT B-3, EXHIBIT B-6 or EXHIBIT B-9.

G. COORDINATION WITH ECHOSTAR PARTIES. The Company agrees to disburse proceeds of its Disbursement Requests to the Company or the relevant Subsidiary of the Company having need of such proceeds as provided in the "Description of Senior Secured Notes -- Disbursement of Funds -- Escrow Accounts" section of the Offering Memorandum. The Company agrees to engage in such coordination with such EchoStar Parties as shall be necessary and appropriate to allow the Company to make Disbursement Requests at such times and in such amounts as shall be consistent with this Agreement and the Indenture. Through their respective Guarantees of the Company's performance of this Agreement, the Guarantors have agreed, and hereby agree, that all information and certificates provided by the Company have received all necessary review, approval and concurrence by the appropriate EchoStar Party.

V. INDEMNITY. The Company shall indemnify, hold harmless and defend Escrow Agent and the Trustee, and their respective directors, officers, agents and employees, from and against any and all claims, actions, obligations, liabilities and expenses, including defense costs, investigative fees and costs, legal fees, and claims for damages, arising from Escrow Agent's and the Trustee's respective performance under this Agreement, except to the extent that such liability, expense or claim is directly attributable to the gross negligence or wilful misconduct of such indemnified person. In connection with any claim, action, obligation, liability or expense for which indemnification is sought by the Escrow Agent hereunder, the Escrow Agent shall be entitled to recover its costs as incurred from funds available in the Satellite Escrow Account.

VI. GRANT OF SECURITY INTEREST.

A. The Company hereby irrevocably grants a first priority security interest in, pledges, assigns and sets over to the Trustee all of its right, title and interest in the Satellite Escrow Account, all funds held therein and all Marketable Securities and replacements thereof and proceeds therefrom held by Escrow Agent pursuant to Section 2, as well as all rights of the Company under this Agreement (collectively, the "COLLATERAL"), to secure all obligations and indebtedness of the Company under the Notes and any other obligation now or hereafter arising, of every kind and nature, owed by the Company under the Indenture to the Holders of the Notes or the Trustee. The Company and the Trustee hereby irrevocably instruct Escrow Agent to: (i) maintain all of the Collateral free and clear of all liens, security interests, safekeeping or other charges, demands and claims against Escrow Agent of any nature whatsoever now or hereafter existing, in favor of anyone other than the Trustee; (ii) promptly notify the Trustee if Escrow Agent becomes aware that any person other than the Trustee has a lien or security interest upon any portion of the Collateral (other than any claim which Escrow Agent may have against the Satellite Escrow Account for unpaid fees and expenses); and

(iii) immediately disburse all funds held in the Satellite Escrow Account to the Trustee and transfer title to all Marketable Securities held by Escrow Agent hereunder to the Trustee upon written notice by the Trustee to Escrow Agent that as a result of an Event of Default under the Indenture, the indebtedness represented by the Notes has been accelerated and has become due and payable.

B. Escrow Agent shall act solely as the Trustee's agent in connection with its duties under this Section 6, notwithstanding any other provision contained in this Agreement, without any right to receive compensation from the Trustee and without any authority to obligate the Trustee or to compromise or pledge its security interest hereunder.

C. Upon demand, the Company will execute and deliver to the Trustee such instruments and documents as the Trustee may reasonably deem necessary or advisable to confirm or perfect the rights of the Trustee under this Agreement and the Trustee's interest in the Collateral. The Trustee will take all necessary action within its power to preserve and protect the security interest created hereby as a lien and encumbrance upon the Collateral.

D. The Company hereby appoints the Trustee as its attorney-in-fact effective upon and during the continuance of an Event of Default under the Indenture with full power of substitution to do any act which the Company is obligated hereby to do, to exercise such rights as the Company might exercise with respect to the Collateral and to take any action in the Company's name required or advisable to protect the Trustee's security interest hereunder.

VII. TERMINATION. This Agreement shall terminate automatically upon termination of the Indenture or defeasance pursuant to Article 8 thereof, unless sooner terminated by agreement of the parties hereto; provided, however, that the obligations of the Company under Section 5 of this Agreement shall survive termination of this Agreement.

A. WAIVER. Any party hereto may specifically waive any breach of this Agreement by any other party, but no such waiver shall be deemed to have been given unless such waiver is in writing, signed by the waiving party and specifically designating the breach waived, nor shall any such waiver constitute a continuing waiver of similar or other breaches.

B. INVALIDITY. If, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid in a particular case or in all cases, such circumstances shall not have the effect of rendering any of the other provisions of this Agreement inoperative, unenforceable or invalid, and the inoperative, unenforceable or invalid provision shall be construed as if it were written so as to effectuate, to the maximum extent possible, the parties' intent.

C. ASSIGNMENT. This Agreement is personal to the parties hereto, and the rights and duties of any party hereunder shall not be assignable except with

the prior written consent of the other parties. In any event, this Agreement shall inure to and be binding upon the parties and their successors and permitted assigns.

D. BENEFIT. The parties hereto, the holders of the Notes and their permitted assigns, but no others, shall be bound hereby and entitled to the benefits hereof.

E. TIME. Time is of the essence in each provision of this Agreement of which time is an element.

F. CHOICE OF LAW. The existence, validity, construction, operation and effect of any and all terms and provisions of this Agreement shall be determined in accordance with and governed by the laws of the State of New York, without giving effect to conflict of law principles thereof.

G. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes any and all prior agreements, understandings and commitments, whether oral or written. This Agreement may be amended only by a writing signed by duly authorized representatives of all parties.

H. NOTICES. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given and received, regardless of when and whether received, either: (a) on the day of hand delivery; or (b) three business days following the day sent, when sent by United States certified mail, postage and certification fee prepaid, return receipt requested, addressed as follows:

To Escrow Agent:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

To the Trustee:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

To the Company:

EchoStar DBS Corporation
90 Inverness Circle East
Englewood, CO 80112
Attention: David K. Moskowitz

or at such other address as the specified entity most recently may have designated in writing in accordance with this section to the others.

I. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

J. CAPTIONS. Captions in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation of this Agreement.

K. AUTHORITY OF THE COMPANY; VALID AND BINDING AGREEMENT. The Company hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes the legal, valid and binding obligation of the Company. The execution, delivery and performance of this Agreement by the Company does not violate any applicable law or regulation to which the Company is subject and does not require the consent of any governmental or other regulatory body to which the Company is subject, except for such consents and approvals as have been obtained and are in full force and effect.

L. AUTHORITY OF THE ESCROW AGENT AND THE TRUSTEE; VALID AND BINDING AGREEMENT. Each of the Escrow Agent and the Trustee hereby represents and warrants and this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Satellite Escrow Agreement as of the date first above written.

ESCROW AGENT: FIRST TRUST NATIONAL ASSOCIATION

By: /s/ RICHARD H. PROKOSCH

Name: Richard H. Prokosch
Title: Trust Officer

TRUSTEE: FIRST TRUST NATIONAL ASSOCIATION

By: /s/ RICHARD H. PROKOSCH

Name: Richard H. Prokosch
Title: Trust Officer

COMPANY: ECHOSTAR DBS CORPORATION

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President

Exhibit A TO SATELLITE ESCROW AGREEMENT

FORM OF BUDGET

SOURCES (AVAILABLE FUNDS)	TOTAL ORIGINAL	AMOUNT EXPENDED THROUGH*	REMAINING
Balance in Satellite Escrow Account	$	$	$
Asset Sale Proceeds	$	$	$
Insurance Proceeds	$	$	$
Interest	$	$	$
TOTAL	$	$	$

USES	TOTAL COSTS	AMOUNT EXPENDED THROUGH*	REMAINING COSTS
Satellite construction, launch and insurance	$	$	$
Other (to the extent of Asset Sale Proceeds and Insurance Proceeds)	$	$	$
TOTAL	$	$	$

*Insert latest practicable date.

Exhibit B-1 TO SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for Regular Disbursements from the Satellite Escrow Account prior to Project Completion)

[Letterhead of the Company]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June __, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement.

The undersigned hereby requests one or more disbursements of funds contained in the Satellite Escrow Account, for payment of the following items or for reimbursement to the undersigned for its payment of the following items:

Individual Items:

(1) Payments under the Satellite Contract:	$
(2) Payments under the Launch Contract:	$
(3) Payments for insurance of the Satellite:	$
(4) Other	$
Total disbursement:	$

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. All prior disbursements from the Satellite Escrow Account have been expended toward the items for which they were requested pursuant to prior Disbursement requests (except that some or all of the funds disbursed within the past 30

days may not yet have been expended), or have reimbursed the Company for funds expended by the Company toward such items, without duplication. The disbursements proposed by this Disbursement Request, and all past disbursements, shall be, and shall have been, consistent with the "Description of Senior Secured Notes -- Disbursement of Funds -- Escrow Accounts" section of the Offering Memorandum.

2. Any disbursements for costs related to construction, launch and insurance of Echostar IV will be applied toward required payments under the Satellite Contract or Launch Contract relating to EchoStar IV or toward a payment on Launch Insurance or In-Orbit Insurance for EchoStar IV.

3. Supporting invoices, certificates and other documentation have been furnished to the Reporting Accountant, in each case referencing the number of the applicable payment item described above. All such documentation is accurate and complete in all material respects.

4. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as described in the Offering Memorandum.

5. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

The foregoing representations, warranties and certifications are true and correct and the Reporting Accountant and Escrow Agent are entitled to rely on the foregoing in performing their respective duties relating hereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
[First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration]

Exhibit B-2 TO SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for Regular Disbursements from the Satellite Escrow Account on or after Project Completion)

[Letterhead of the Company]

[Date]

First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June __, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement.

The undersigned hereby requests one or more disbursements of all remaining funds contained in the Satellite Escrow Account.

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. All prior disbursements from the Satellite Escrow Account have been expended toward the items for which they were requested pursuant to prior Disbursement Requests (except that some or all of the funds disbursed within the past 30 days may not yet have been expended), or have reimbursed the Company for funds expended by the Company toward such items, without duplication. The disbursements proposed by this Disbursement Request, and all past disbursements, shall be, and shall have been, consistent with the "Description of Senior Secured Notes -- Disbursement of Funds -- Escrow Accounts" section of the Offering Memorandum.

2. Project Completion, as defined in the Escrow Agreement, has been achieved.

3. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as is described in the Offering Memorandum.

4. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

5. If the amount of Excess Proceeds to be disbursed exceeds $5 million: The Company has made an Excess Proceeds Offer as required by the Indenture and funds requested hereby were not required to be applied thereto.

The foregoing representations, warranties and certifications are true and correct and the Escrow Agent is entitled to rely on the foregoing in performing duties relating hereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Exhibit B-3 SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for funds upon receipt of contractual deferrals)

[Letterhead of the Company]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Unless otherwise specified, capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement.

The undersigned hereby requests one or more disbursements of funds contained in the Satellite Escrow Account in an amount set forth below representing the amount of Additional Payment Obligations (as defined in the Indenture) deferred to a date after the launch date of the Satellite:

Additional Payment Obligations deferred to	$
----------	----------

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. All prior disbursements from the Satellite Escrow Account have been expended toward the items for which they were requested pursuant to prior Disbursement requests (except that some or all of the funds disbursed within the past 30 days may not yet have been expended), or have reimbursed the Company for funds expended by the Company toward such items, without duplication. The disbursements proposed by this Disbursement Request, and all past disbursements, shall be, and shall have been, consistent with the "Description of Senior Secured Notes -- Disbursement of Funds -- Escrow Accounts" section of the Offering Memorandum.

2. Supporting invoices, certificates and other documentation have been furnished to the Reporting Accountant, in each case referencing the deferred Additional Payment Obligation described above. All such documentation is accurate and complete in all material respects.

3. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as described in the Offering Memorandum.

4. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

The foregoing representations, warranties and certifications are true and correct and the Reporting Accountant and Escrow Agent are entitled to rely on the foregoing in performing their respective duties relating hereto.

Funds transfer instructions are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
[First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration]

Exhibit B-4 SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST

(for funds from the Insurance Proceeds Sub-Account to Construct and Launch Replacement Satellite)

[Letterhead of the Company]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement.

The undersigned hereby requests one or more disbursements of funds contained in the Insurance Proceeds Sub-Account:

Individual Items:

(1)	Payments for construction, launch, insurance or purchase of a replacement satellite, provided such replacement satellite is of lesser value compared to the insured satellite:	$ ------
(2)	Payments for the construction, launch, insurance or purchase of a replacement satellite of equal or greater value as compared to the insured satellite:	$ ------
Total disbursement:		$ ======

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. All prior disbursements from the Satellite Escrow Account and Insurance Proceeds Sub-Account have been expended toward the items for which they

were requested pursuant to prior Disbursement Requests (except that some or all of the funds disbursed within the past 30 days may not yet have been expended), or have reimbursed the Company for funds expended by the Company toward such items, without duplication. The disbursements proposed by this Disbursement Request, and all past disbursements, shall be, and shall have been, consistent with the sections of the Offering Memorandum entitled "Description of Senior Secured Notes -- Certain Covenants -- Maintenance of Insurance" and "Description of Senior Secured Notes -- Disbursements of Funds - -- Escrow Account."

2. Any disbursements for costs related to purchase of a replacement satellite or for construction, launch and insurance of a replacement satellite will be applied toward required payments under such Satellite Contract or Launch Contract or towards a payment on Launch Insurance or In-Orbit Insurance for such replacement satellite.

3. Supporting invoices, certificates and other documentation, in each case referencing the number of the applicable payment item described above, have been delivered to the Reporting Accountant. All such documentation is accurate and complete in all material respects.

4. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as described in the Offering Memorandum.

5. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

6. The Company is not required to make or has already made an offer to repurchase the Notes under the Indenture.

7. The Company has issued all of the certifications required by Section 4.16 of the Indenture and such certifications are true and correct.

The foregoing representations, warranties and certifications are true and correct and the Reporting Accountant and Escrow Agent are entitled to rely on the foregoing in performing their respective duties relating hereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Exhibit B-5 TO SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for funds from the Insurance Proceeds Sub-Account to apply to an Excess Proceeds Offer)

[Letterhead of the Company]

[Date]

First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement and is for funds from the Insurance Proceeds Sub-Account.

The undersigned has made an Exceeds Proceeds Offer and requests disbursement of $_____ from the Insurance Proceeds Sub-Account to be applied to such Excess Proceeds Offer.

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. The disbursements proposed by this Disbursement Request shall be applied for the use specified above.

2. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as is described in the Offering Memorandum.

3. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

4. The Indenture permits the disbursement proposed by this Disbursement Request.

The foregoing representations, warranties and certifications are true and correct and the Escrow Agent is entitled to rely on the foregoing in performing its duties relating thereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Exhibit B-6 TO SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for all remaining funds from the Insurance Proceeds Sub-Account)

[Letterhead of the Company]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement and is for funds from the Insurance Proceeds Sub-Account.

The undersigned hereby requests disbursements to the Company of all remaining funds contained in the Insurance Proceeds Sub-Account.

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. Any proceeds applied or contractually committed to be applied, within 180 days of their receipt, to purchase, construction, launch or insurance of a replacement satellite have been so applied.

or

1. The Company has determined not to proceed with the purchase of or the construction, launch and insurance of a replacement satellite.

2. The Company has made an Excess Proceeds Offer as required by the Indenture and funds in the Insurance Proceeds Sub-Account requested hereby were not required to be applied thereto.

3. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as is described in the Offering Memorandum.

4. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

The foregoing representations, warranties and certifications are true and correct and the Escrow Agent is entitled to rely on the foregoing in performing its duties relating thereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Exhibit B-7 TO SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for funds from the Asset Sales Sub-Account to make Receiver Subsidies (as defined in the Indenture), buy or lease satellite frequencies at orbital slots, purchase tangible assets, or purchase a replacement satellite)

[Letterhead of the Company]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement.

The undersigned hereby requests one or more disbursements of funds contained in the Asset Sales Sub-Account:

Individual Items:

(1)	Payments for Receiver Subsidies:	$ ----------
(2)	Payments for the purchase or lease of satellite frequencies at orbital slots:	$ ----------
(3)	Payments for the purchase of tangible assets to be used in the business of Echostar permitted under Section 4.18 of the Indenture:	$ ----------
(4)	If the Company has sold any of its satellites after launch, payments for the purchase of a replacement satellite:	$ ----------
Total disbursement:		$ ==========

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. All prior disbursements from the Satellite Escrow Account and Asset Sales Sub-Account have been expended toward the items for which they were requested pursuant to prior Disbursement Requests (except that some or all of the funds disbursed within the past 30 days may not yet have been expended), or have reimbursed the Company for funds expended by the Company toward such items, without duplication. The disbursements proposed by this Disbursement Request, and all past disbursements, shall be, and shall have been, consistent with the sections of the Offering Memorandum entitled "Description of Senior Secured Notes -- Certain Covenants -- Asset Sales" and "Description of Senior Secured Notes - -- Disbursement of Funds -- Escrow Accounts."

2. Funds disbursed for making Receiver Subsidies, for the purchase or lease of satellite frequencies at orbital slots, for the purchase of tangible assets to be used in the business of EchoStar and, if the Company has sold any of its satellites after launch, for the purchase of a replacement satellite will be applied toward required payments under contracts relating to such disbursements.

3. Supporting invoices, certificates and other documentation, in each case referencing the number of the applicable payment item described above, have been delivered to the Reporting Accountant. All such documentation is accurate and complete in all material respects.

4. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as described in the Offering Memorandum.

5. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

The foregoing representations, warranties and certifications are true and correct and the Reporting Accountant and Escrow Agent are entitled to rely on the foregoing in performing their respective duties relating hereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Exhibit B-8 TO SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for funds from the Asset Sales Sub-Account to apply to an Excess Proceeds Offer)

[Letterhead of the Company]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, and EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement and is for funds from the Asset Sales Sub-Account.

The undersigned has made an Exceeds Proceeds Offer and requests disbursement of $_____ from the Asset Sales Sub-Account to be applied to such Excess Proceeds Offer.

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. The disbursements proposed by this Disbursement Request shall be applied for the use specified above.

2. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as is described in the Offering Memorandum.

3. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

4. The Indenture permits the disbursement proposed by this Disbursement Request.

The foregoing representations, warranties and certifications are true and correct and the Escrow Agent is entitled to rely on the foregoing in performing its duties relating thereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Exhibit B-9 TO SATELLITE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST
(for all remaining funds from the Asset Sales Sub-Account)

[Letterhead of the Company]

[Date]

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administration

Re: Disbursement Request No. ___

Ladies and Gentlemen:

We refer to the Satellite Escrow Agreement ("ESCROW AGREEMENT") dated as of June 25, 1997 by and among First Trust National Association, as Trustee and Escrow Agent, EchoStar DBS Corporation, a Colorado corporation (the "COMPANY"). Capitalized terms used herein shall have the meaning given in the Escrow Agreement.

This letter constitutes a Disbursement Request under the Escrow Agreement and is for funds from the Asset Sales Sub-Account.

The undersigned hereby requests disbursements to the Company of all remaining funds contained in the Asset Sales Sub-Account.

In connection with the requested disbursement, the undersigned hereby represents, warrants and certifies as follows:

1. Any proceeds applied or contractually committed to be applied, within 180 days of their receipt, to the making of Receiver Subsidies, the purchase or lease of satellite frequencies at orbital slots, the purchase of tangible assets to be used in the business of EchoStar or, if permitted under Section 4.10 of the Indenture, the purchase of a replacement satellite have been so applied.

or

1. The Company has determined not to proceed with the making of Receiver Subsidies, the purchase or lease of satellite frequencies at orbital slots, the purchase of tangible assets to be used in the business of EchoStar or, if permitted under Section 4.10 of the Indenture, the purchase of a replacement satellite.

2. The Company has made an Excess Proceeds Offer as required by the Indenture and funds in the Asset Sale Sub-Account requested hereby were not required to be applied thereto.

3. The Trustee continues to have such security interest in the collateral covered by, or purported to be covered by, the Collateral Documents, as is described in the Offering Memorandum.

4. The Notes have not, as a result of an Event of Default, been accelerated and become due and payable.

The foregoing representations, warranties and certifications are true and correct and the Escrow Agent is entitled to rely on the foregoing in performing its duties relating thereto.

Funds transfer instructions for each payee are included on the attached schedule.

ECHOSTAR DBS CORPORATION

By:

Name:
Title:

I certify that to the best of my knowledge after due inquiry, the foregoing representations, warranties and certifications are true and correct.

Chief Financial Officer
[or other senior officer
responsible for financial
matters]

cc: (w/o encls.)
First Trust National Association, as Trustee
180 East Fifth Street
Saint Paul, MN 55101
Attention: Corporate Trust Administrator

Exhibit C-1

Form of Reporting Accountant Letter for
Disbursement Request in form of Exhibit B-1 or Exhibit B-2

[Date]

Echostar Satellite Broadcasting Corporation
90 Inverness Circle East
Englewood, CO 80112
Attn: _____

Dear Sirs:

We have performed an audit of EchoStar DBS Corporation ("THE COMPANY") as of and for the year ended December 31, 199_, and have issued our report thereon dated February __, 199_. We have not audited any financial statements of the Company as of any date or for any period subsequent to December 31, 199_; although we have conducted an audit for the year ended December 31, 199_, the purpose (and, therefore, the scope) of the audit was to enable us to express our opinion on the combined and consolidated financial statements as of December 31, 199_, and for the year then ended, but not on the financial statements for any interim period within that year. Therefore, we are unable to and do not express any opinion on the unaudited combined and consolidated balance sheets as of March 31, 199_, and the unaudited combined and consolidated statements of income, stockholders' equity and cash flows for the three-month period ended March 31, 199 included in the Offering Memorandum or on the financial position, results of operations, or cash flows as of any date or for any period subsequent to December 31, 199_. [Dates to change as appropriate]

We have received a copy of the Company's Disbursement Request sequentially numbered ___ and dated _____, 19__ and certain supporting invoices, certificates and other documentation as referred to therein. We have also received all previous sequentially numbered Disbursement Requests and supporting invoices, certificates and other documentation as referred to therein ("PAST DISBURSEMENT REQUESTS").

At your request, we have applied the following agreed-upon procedures to the Past Disbursement Requests and the attached Schedules in conjunction with the Company's Senior Secured Notes Due 2002 (the "NOTES").

PAST DISBURSEMENT REQUESTS:

- Agreed disbursements requested to supporting invoices, certificates and other documentation furnished to us by the Company

EXHIBIT A - USES

- Agreed paid to date amounts to purchase orders/contracts, etc., which support amount disbursed
- Agreed estimates to complete to budget and confirmation/contracts as appropriate

- Recalculated totals

EXHIBIT A - SOURCES

- Agreed escrow balance with escrow agent
- Agreed cash and cash equivalents to management schedule/general ledger
- Agreed remaining cost to complete project to remaining funds
- Agreed amounts stated to be due to Company under contracts for EchoStar IV from _____, 19__ to _____, 19__ to contracts
- Recomputed totals

We noted no differences except as needed below, if any.

Because the above procedures do not constitute an audit made in accordance with generally accepted auditing standards, we do not express an opinion on any of the elements referred to above. Had we performed additional procedures or had we made an audit of the financial statements of EchoStar DBS Corporation in accordance with generally accepted auditing standards as of or for any period subsequent to December 31, 199_, matters might have come to our attention that would have been reported to you. This report relates only to the elements specified above and does not extend to any financial statements of EchoStar DBS Corporation taken as a whole. [Dates to change as appropriate]

This letter is solely for the information of, and assistance to, the initial purchasers, bond counsel and the other above-named addressees in connection with the offering of the Notes covered by the Offering Memorandum, and, without our prior consent, is not to be used, circulated, quoted or otherwise referred to within or without this group for any other purpose, including, but not limited to, the registration, purchase or sale of securities. This letter is not to be filed with or referred to in whole or in part in any document, except that reference may be made to it in the Offering Memorandum, the Satellite Escrow Agreement, the Purchase Agreement, or in any list of closing documents pertaining to the offering of the Notes covered by the Offering Memorandum.

Very truly yours,

ARTHUR ANDERSEN LLP

cc: First Trust National Association, as Escrow Agent

Exhibit C-2

Form of Reporting Accountant Letter for
Disbursement Request in form of Exhibit B-4 or B-7

DRAFT

_____, 199_

Echostar Satellite Broadcasting Corporation
90 Inverness Circle East
Englewood, CO 80112
Attn: _____

Dear Sirs:

We have performed an audit of EchoStar DBS Corporation ("THE COMPANY") as of and for the year ended December 31, 199_, and have issued our report thereon dated February __, 199_. We have not audited any financial statements of the Company as of any date or for any period subsequent to December 31, 199_; although we have conducted an audit for the year ended December 31, 199_, the purpose (and, therefore, the scope) of the audit was to enable us to express our opinion on the combined and consolidated financial statements as of December 31, 199_, and for the year then ended, but not on the financial statements for any interim period within that year. Therefore, we are unable to and do not express any opinion on the unaudited combined and consolidated balance sheets as of March 31, 199_ and the unaudited combined and consolidated statements of income, stockholders' equity and cash flows for the three-month period ended March 31, 199_ included in the Offering Memorandum or on the financial position, results of operations, or cash flows as of any date or for any period subsequent to December 31, 199_. [Dates to change as appropriate]

We have received a copy of the Company's Disbursement Request sequentially numbered ____ and dated _____, 19__ and certain supporting invoices, certificates and other documentation as referred to therein. We have also received all previous sequentially numbered Disbursement Requests and supporting invoices, certificates and other documentation as referred to therein ("PAST DISBURSEMENT REQUESTS").

At your request, we have applied the following agreed upon procedures to the Past Disbursement Requests and the attached Schedules in conjunction with the Company's Senior Secured Notes Due 2002 (the "NOTES").

PAST DISBURSEMENT REQUESTS:

- Agreed disbursements requested to supporting invoices, certificates and other documentation furnished to us by the Company

EXHIBIT A

- Agreed paid to date amounts to purchase orders/contracts, etc., which support amount distributed

- Agreed estimates to complete to budget and confirmation/contracts as appropriate

- Recalculated totals

We noted no differences except as noted below, if any.

Because the above procedures do not constitute an audit made in accordance with generally accepted auditing standards, we do not express an opinion on any of the elements referred to above. Had we performed additional procedures or had we made an audit of the financial statements of EchoStar DBS Corporation in accordance with generally accepted auditing standards as of or for any period subsequent to December 31, 199_, matters might have come to our attention that would have been reported to you. This report relates only to the elements specified above and does not extend to any financial statements of EchoStar DBS Corporation taken as a whole. [Dates to change as appropriate]

This letter is solely for the information of, and assistance to, the initial purchasers, bond counsel and the other above-named addresses in connection with the offering of the Notes covered by the Offering Memorandum, and, without our prior consent, is not to be used, circulated, quoted or otherwise referred to within or without this group for any other purpose, including, but not limited to, the offering, purchase or sale of securities. This letter is not to be filed with or referred to in whole or in part in any document, except that reference may be made to it in the Offering Memorandum, the Satellite Escrow Agreement, the Purchase Agreement, or in any list of closing documents pertaining to the offering of the Notes covered by the Offering Memorandum.

Very truly yours,

ARTHUR ANDERSEN LLP

cc: First Trust National Association, as Escrow Agent

STOCK PLEDGE AGREEMENT

This STOCK PLEDGE AGREEMENT ("AGREEMENT") is made and entered into as of June 25, 1997 by ECHOSTAR COMMUNICATIONS CORPORATION, a Nevada corporation having its principal office at 90 Inverness Circle East, Englewood, Colorado 80112 ("PLEDGOR"), in favor of FIRST TRUST NATIONAL ASSOCIATION (the "TRUSTEE"), as trustee under the Indenture dated as of the date hereof between EchoStar DBS Corporation (the "PLEDGED COMPANY") and the Trustee ("INDENTURE").

W I T N E S S E T H :

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Indenture; and

WHEREAS, Pledgor is the owner of the outstanding shares of stock (the "PLEDGED SHARES") set forth on SCHEDULE I hereto, of the company named on such SCHEDULE I (the "PLEDGED COMPANY"); and

WHEREAS, Pledged Company intends to issue its Senior Secured Notes due 2002 ("NOTES"), as further described in the Indenture; and

WHEREAS, a portion of the proceeds from the sale of the Notes will be contributed to an escrow account which may, subject to certain conditions, be drawn upon by the Pledged Company to make required payments under the Satellite Contracts and Launch Contracts, as well as to make payments of Launch Insurance or In-Orbit Insurance; and

WHEREAS, the Indenture requires that Pledgor (i) pledge to the Trustee and grant to the Trustee a security interest in the Pledged Collateral (as defined herein) and (ii) execute and deliver this Agreement in order to secure the payment of all obligations of the Pledged Company and the Guarantors (as defined in the Indenture), now existing or hereafter arising, owing to the Trustee and the holders of the Notes under the Notes, the Indenture, this Agreement, and the other Collateral Documents, whether for principal, interest, fees or expenses, and each obligation of performance under such agreements (all such obligations being herein called the "OBLIGATIONS").

NOW THEREFORE, in consideration of the premises and in order to induce the Initial Purchasers to purchase the Notes, Pledgor hereby agrees with the Trustee for its benefit as follows:

1. PLEDGE. Pledgor hereby pledges to the Trustee, and grants to the Trustee a continuing first priority and perfected security interest in the following (the "PLEDGED COLLATERAL"):

(a) the Pledged Shares and the certificates representing the Pledged Shares, and all proceeds of any of the Pledged Shares including all dividends, cash, instruments, subscriptions, warrants and any other rights and options and other property from time to time received, receivable or otherwise distributed or declared in respect of or in exchange for, any or all of the Pledged Shares; and

(b) all additional shares of stock of, or equity interest in, the Pledged Company from time to time acquired by Pledgor in any manner, and the certificates representing such additional shares (any such additional shares shall constitute part of the Pledged Shares under and as defined in this Agreement), and all proceeds of any of such additional Pledged Shares, including all dividends, cash, instruments, subscriptions, warrants and any other rights and options and other property from time to time received, receivable or otherwise distributed or declared in respect of or in exchange for, any or all of such additional Pledged Shares.

2. SECURITY FOR OBLIGATIONS. This Agreement secures the payment and performance of all of the Obligations.

3. DELIVERY OF PLEDGED COLLATERAL. All certificates or instruments representing or evidencing the Pledged Collateral shall be delivered to and held by or on behalf of the Trustee and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee.

4. REPRESENTATIONS AND WARRANTIES. Pledgor represents and warrants as follows:

(a) The Pledged Shares have been duly authorized and validly issued and are fully paid and non-assessable.

(b) Pledgor is the legal and beneficial owner of the Pledged Collateral, free and clear of any Lien on the Pledged Collateral.

(c) Upon the delivery to the Trustee of the Pledged Collateral, the pledge of the Pledged Collateral pursuant to this Agreement creates a valid and perfected first priority security interest in such Pledged Collateral securing the payment and performance of the Obligations for the benefit of the Trustee, provided the Pledged Collateral is held in the possession of the Trustee.

(d) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the pledge by Pledgor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Pledgor or (ii) for the exercise by the Trustee of the voting or other rights provided for in this Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement (except as may be required in connection with such disposition by laws affecting the offering and sale of securities and except as may be required by the Federal Communications Commission ("FCC") under certain circumstances).

(e) Pledgor has full power and authority to enter into this Agreement and has the right to vote, pledge and grant a security interest in the Pledged Shares as provided by this Agreement.

(f) This Agreement has been duly authorized, executed and delivered by Pledgor and constitutes a legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, except as such enforceability may be limited by the effect of the Communications Act of 1934, as amended (the "COMMUNICATIONS ACT"), any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or regulations affecting creditors' rights generally or general principles of equity.

(g) The Pledged Shares constitute, as of the date hereof, all of the authorized, issued and outstanding capital stock of the Pledged Company.

(h) Except for the Pledged Shares, there are no other instruments, certificates, securities or other writings, or any chattel paper, evidencing or representing any ownership interest in the Pledged Company.

5. FURTHER ASSISTANCE. Pledgor agrees that at any time and from time to time, at the expense of Pledgor, Pledgor will promptly execute and deliver, or cause to be executed and delivered, all stock powers, proxies, assignments, instruments and documents and take all further action, as is reasonably necessary, at the Trustee's request, in order to perfect any security interest granted or purported to be granted hereby or to enable the Trustee to exercise and enforce its rights and remedies hereunder with respect to the Pledged Collateral and to carry out the provisions and purposes hereof.

6. VOTING RIGHTS; DIVIDENDS; ETC.

(a) So long as no Event of Default shall have occurred and be continuing, Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Shares or any part thereof and the Trustee shall not hold or share any such rights or the power to exercise such rights.

(b) So long as no Event of Default shall have occurred and be continuing, Pledgor shall be entitled to receive all cash dividends paid from time to time in respect of the Pledged Shares.

(c) Except as otherwise provided in the Indenture, any and all (i) dividends or other distributions and interest or principal paid or payable in the form of instruments and other property (other than cash dividends permitted under Section 6(b)) received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral, (ii) dividends and other distributions paid or payable in cash received, receivable or otherwise distributed in respect of any Pledged Shares in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and (iii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Shares, shall in each case be delivered forthwith to the Trustee to hold as Pledged Collateral and shall, if received by Pledgor, be received in trust for the benefit of the Trustee, be segregated from the other property or funds of Pledgor, and be forthwith delivered to the Trustee as

Pledged Collateral in the same form as so received (with any necessary endorsement).

(d) The Trustee shall execute and deliver (or cause to be executed and delivered) to Pledgor all such proxies and other instruments as Pledgor may reasonably request for the purpose of enabling Pledgor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 6(a).

(e) All dividends or other distributions and all interest and principal payments which are received by Pledgor contrary to the provisions of this Section 6 shall be received in trust for the benefit of the Trustee, shall be segregated from other funds of Pledgor and shall be forthwith paid over to the Trustee as Pledged Collateral in the same form as so received (with any necessary endorsement).

(f) Upon the occurrence and during the continuance of an Event of Default, all rights of Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a) shall cease, and, subject to FCC approval if required, all such rights shall become vested in the Trustee which shall thereupon have the sole right to exercise such voting and other consensual rights. Notwithstanding the foregoing or any other provision of this Agreement, any foreclosure on, sale, transfer or other disposition of, or the vesting or exercise of any right to vote or consent with respect to, any of the Pledged Collateral as provided herein or any other action taken or proposed to be taken by the Trustee hereunder which would affect the operational, voting, or other control of Pledgor or the Pledged Company, shall be effected pursuant to Section 310(d) of the Communications Act of 1934, as amended, and to the applicable rules and regulations thereunder.

(g) Except as otherwise provided in the Indenture, upon the occurrence and during the continuance of an Event of Default, all cash dividends or other distributions payable in respect of the Pledged Shares shall be paid directly to the Trustee and, if received by Pledgor, shall be received in trust for the benefit of the Trustee, shall be segregated from other funds of Pledgor, and shall be forthwith paid over to the Trustee as Pledged Collateral in the same form as so received (with any necessary endorsements) and Pledgor's right to receive such cash

dividends pursuant to Section 6(b) hereof shall immediately cease.

7. TRANSFER AND OTHER LIENS; ADDITIONAL SHARES.

(a) Pledgor agrees that it will not (i) sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral without the prior written consent of the Trustee, (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, except for the security interest granted under this Agreement or (iii) enter into any agreement or understanding that purports to or may restrict or inhibit the Trustee's rights or remedies hereunder, including the Trustee's right to sell or otherwise dispose of the Pledged Collateral.

(b) Pledgor agrees that it will pledge and deliver to the Trustee hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional shares of stock, notes or other securities of the Pledged Company of which Pledgor may become the beneficial owner after the date hereof.

8. TRUSTEE APPOINTED ATTORNEY-IN-FACT. Pledgor hereby appoints the Trustee as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in the Trustee's discretion to take any action and to execute any instrument which the Trustee may deem necessary or advisable to further perfect and protect the security interest granted hereby, including to receive, endorse and collect all instruments made payable to Pledgor representing any dividend, interest or principal payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same. Notwithstanding the foregoing, the Trustee agrees to comply with all requirements of the Communications Act including Section 310(d), and the applicable rules and regulations thereunder, particularly, but not limited to, as such requirements relate to actions taken or proposed to be taken by the Trustee which would affect the operational, voting or other control of Pledgor or any Pledged Company.

9. TRUSTEE MAY PERFORM. If Pledgor fails to perform any agreement contained herein, the Trustee may itself perform, or cause performance of, such agreement, subject to FCC approval if required, and the reasonable expenses of the Trustee incurred in connection therewith shall be payable by Pledgor pursuant to Section 13.

10. NO ASSUMPTION OF DUTIES; REASONABLE CARE. The rights and powers granted to the Trustee hereunder are being granted in order to preserve and protect the Trustee's security interest in and to the Pledged Collateral granted hereby and shall not be interpreted to, and shall not, impose any duties on the Trustee in connection therewith. The Trustee shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if the Pledged Collateral is accorded treatment substantially equal to that which the Trustee accords its own property, it being understood that the Trustee shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Collateral, whether or not the Trustee has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral.

11. SUBSEQUENT CHANGES AFFECTING PLEDGED COLLATERAL. Pledgor represents to the Trustee that Pledgor has made its own arrangements for keeping informed of changes or potential changes affecting the Pledged Collateral (including rights to convert, rights to subscribe, payment of dividends, reorganization or other exchanges, tender offers and voting rights), and Pledgor agrees that the Trustee shall have no responsibility or liability for informing Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto. Pledgor covenants that it will not, without the prior written consent of the Trustee, sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral or create or permit to exist any Lien upon or with respect to any of the Pledged Collateral.

12. REMEDIES UPON DEFAULT. If any Event of Default shall have occurred and be continuing, the Trustee shall, in addition to all other rights given by law or by this Agreement or the Indenture, or otherwise, have all of the rights and remedies with respect to the Pledged Collateral of a secured party under the Uniform Commercial Code ("CODE") in effect in the State of New York at that time and the Trustee may (subject to FCC approval if required), without notice (unless required by the Communications Act) and at its option, transfer or register, and Pledgor shall register or cause to be registered upon request therefor by the Trustee, the Pledged Collateral or any part thereof on the books of the Pledged Company into

the name of the Trustee or the Trustee's nominee(s), indicating that such Pledged Collateral is subject to the security interest hereunder. In addition, with respect to any Pledged Collateral which shall then be in or shall thereafter come into the possession or custody of the Trustee, the Trustee (subject to compliance with the requirements of the Communications Act of 1934, as amended, including Section 310(d) and the rules and regulations issued thereunder) may sell or cause the same to be sold at any broker's board or at any public or private sale, in one or more sales or lots, at such price or prices as the Trustee may deem best, for cash or on credit or for future delivery or subject to financing or other contingencies, without assumption of any credit risk, all in accordance with the terms and provisions of this Agreement and the Indenture. The purchaser of any or all Pledged Collateral so sold shall thereafter hold the same absolutely, free from any claim, encumbrance or right of any kind whatsoever. Unless any of the Pledged Collateral threatens to decline speedily in value or is or becomes of a type sold on a recognized market, the Trustee will give Pledgor reasonable notice of the time and place of any public sale thereof, or of the time after which any private sale or other intended disposition is to be made. Any sale of the Pledged Collateral conducted in conformity with reasonable commercial practices of banks, insurance companies, commercial finance companies, or other financial institutions disposing of property similar to the Pledged Collateral shall be deemed to be commercially reasonable. Any requirements of reaonable notice shall be met if such notice is mailed to Pledgor as provided in Section 15 below, at least forty-five (45) days before the time of the sale or disposition. Any other requirement of notice, demand or advertisement for sale is, to the extent permitted by law, waived. The Trustee may, in its own name or in the name of a designee or nominee, buy any of the Pledged Collateral at any public sale and, if permitted by applicable law, at any private sale. All expenses (including court costs and reasonable attorneys' fees, expenses and disbursements) of, or incident to, the enforcement of any of the provisions hereof shall be recoverable from the proceeds of the sale or other disposition of the Pledged Collateral. In view of the fact that federal and state securities laws may impose certain restrictions on the method by which a sale of the Pledged Collateral may be effected after an Event of Default, Pledgor agrees that upon the occurrence or existence of any Event of Default, the Trustee may, from time to time, attempt to sell all or part of the Pledged Collateral by means of a private placement, restricting the

prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution. In so doing, the Trustee may solicit offers to buy the Pledged Collateral, or any part of it, for cash, from a limited number of investors who might be interested in purchasing the Pledged Collateral, and if the Trustee solicits such offers from not less than four (4) such investors that are not affiliated with the Trustee, then the acceptance by the Trustee of the highest offer obtained therefrom shall (subject to compliance with the Communications Act of 1934, as amended, including Section 310(d), and the rules and regulations issued thereunder) be deemed to be a commercially reasonable method of disposition of the Pledged Collateral.

13. EXPENSES. Pledgor shall, upon demand, pay to the Trustee the amount of any and all reasonable expenses, including the reasonable fees, expenses and disbursements of its counsel (including allocated costs of inside counsel), of any investment banking firm, business broker or other selling agent and of any other experts and agents retained by the Trustee, which the Trustee may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Trustee hereunder or (iv) the failure by Pledgor to perform or observe any of the provisions hereof.

14. FCC MATTERS.

(a) If an Event of Default shall have occurred and be continuing, Pledgor shall take any action which the Trustee may request in the exercise of its rights and remedies under this Agreement to transfer and assign to the Trustee, or to such one or more third parties as the Trustee may designate, or to a combination of the foregoing, the Pledged Collateral. To enforce the provisions of this Section 14, the Trustee is hereby empowered to seek from the FCC an involuntary transfer of control of the Pledged Company for the purpose of seeking a BONA FIDE purchaser to whom control will ultimately be transferred. Pledgor hereby agrees to authorize such an involuntary transfer of control upon the request of the Trustee, to a receiver or other holder, subject to FCC approval. Upon the occurrence and continuation of an Event of Default, Pledgor shall use its best efforts to assist in obtaining approval of the FCC, if required, for any action or transactions contemplated by this Agreement, including the preparation, execution and

filing with the FCC of Pledgor's portion of any application or applications for consent to transfer of control necessary or appropriate under the FCC's rules and regulations for approval of the transfer or assignment of any portion of the Pledged Collateral.

(b) Pledgor acknowledges that FCC authorization for the transfer of control of the permits, licenses or other authorizations of the Pledged Company or its subsidiaries is integral to the Trustee's realization of the value of the Pledged Collateral for the benefit of the holders of the Notes, that there is no remedy at law for failure by Pledgor to comply with the provisions of this Section 14 and that such failure would not be adequately compensable in damages, and therefore agrees that the agreements of Pledgor contained in this Section 14 may be specifically enforced.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Trustee shall not, without first obtaining approval of the FCC, take any action pursuant to this Agreement which would constitute or result in any assignment of an FCC permit, license or other authorization or transfer of control of Pledgor or the Pledged Company if such assignment of an FCC permit, license or other authorization or transfer of control would require, under then existing law (including the written rules and regulations of the FCC), the prior approval of the FCC; nor shall any rights hereunder be deemed vested in the Trustee if such vesting would be deemed to result in an assignment of an FCC permit, license or other authorization or transfer of control of Pledgor or the Pledged Company, if any such assignment or transfer would require the prior approval of the FCC, unless and until such approval is obtained.

(d) Pledgor consents to the transfer of control or assignment of the Pledged Collateral to a receiver, trustee, transferee, or similar official or to any purchaser of the Pledged Collateral pursuant to any public or private sale, judicial sale, foreclosure or exercise of other remedies available to the Trustee as permitted by applicable law.

(e) Notwithstanding anything to the contrary contained in this Agreement, prior to the occurrence of an Event of Default and compliance with all applicable laws by the Trustee, this Agreement and the transactions contemplated hereby do not, will not, and are not intended to, constitute, create or have the effect of constituting or

creating, directly or indirectly, actual or practical ownership of Pledgor or the Pledged Company by the Trustee or control, affirmative or negative, direct or indirect, of Pledgor or the Pledged Company, over the management or any other aspect of the operation of Pledgor or the Pledged Company, which ownership and control remain exclusively and at all such times in Pledgor and the Pledged Company.

(f) There shall be no communication between the Pledgor and the Trustee whereby the Trustee shall influence the management and/or operation of any and all facilities subject to Title III of the Communications Act.

15. SECURITY INTEREST ABSOLUTE. All rights of the Trustee and security interests hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of, and unaffected by:

(a) any lack of validity or enforceability of the Indenture or any of the other Collateral Documents;

(b) any change in the time, manner or place or payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the terms and conditions of the Indenture or any of the other Collateral Documents;

(c) any exchange, surrender, release or nonperfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Pledgor in respect of the Obligations or of this Agreement.

16. MISCELLANEOUS PROVISIONS.

(a) NOTICES. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in the form and manner, and delivered to each of the parties hereto at their respective addresses, set forth in the Indenture.

(b) HEADINGS. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

(d) AMENDMENTS, WAIVERS AND CONSENTS. Any amendment or waiver of any provision of this Agreement and any consent to any departure by Pledgor from any provision of this Agreement shall be effective only if made or given in compliance with all of the terms and provisions of the Indenture.

(e) INTERPRETATION OF AGREEMENT. Time is of the essence in each provision of this Agreement of which time is an element.

(f) CONTINUING SECURITY INTEREST. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until payment and performance in full of the Obligations, (ii) be binding upon Pledgor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Trustee hereunder, to the benefit of the Trustee and its successors, transferees and assigns.

(g) REINSTATEMENT. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Trustee in respect of the Obligations is rescinded or must otherwise be restored or returned by the Trustee, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Pledgor or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for Pledgor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) SURVIVAL OF PROVISIONS. All representations, warranties and covenants of Pledgor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance of the Obligations secured hereby.

(i) AUTHORITY OF THE TRUSTEE. The Trustee shall have and be entitled to exercise all powers hereunder which are specifically granted to the Trustee by the terms hereof, together with such powers as are reasonably incident thereto. The Trustee may perform any of its duties hereunder or in connection with the Pledged Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Trustee nor any director, officer, employee, attorney or agent of the Trustee shall be liable to Pledgor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, nor shall the Trustee be responsible for the validity, effectiveness or sufficiency of this Agreement or of any document or security furnished pursuant hereto. The Trustee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Pledgor agrees to indemnify and hold harmless the Trustee and any other Person from and against any and all costs, expenses (including reasonable fees, expenses and disbursements of attorneys and paralegals (including, without duplication, reasonable charges of inside counsel)), claims and liabilities incurred by the Trustee or such Person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Trustee or such Person.

(j) RELEASE: TERMINATION OF AGREEMENT. Subject to the provisions of Section 16(g) hereof, this Agreement shall terminate upon full and final payment and performance of all the Obligations. At such time, the Trustee shall, at the request and expense of Pledgor, reassign and redeliver to Pledgor all of the Pledged Collateral hereunder which has not been sold, disposed of, retained or applied by the Trustee in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Trustee except as to the absence of any prior assignments by the Trustee of its interest in the Pledged Collateral, and shall be at the expense of Pledgor.

(k) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but

all of which shall together constitute one and the same agreement.

(l) WAIVERS. PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) EXCEPT FOR NOTICES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE TRUSTEE OF ITS RIGHTS FROM AND AFTER AN EVENT OF DEFAULT TO REPOSSESS THE PLEDGED COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE PLEDGED COLLATERAL. PLEDGOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE TRUSTEE IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE PLEDGED COLLATERAL, TO ENFORCE ANY JUDGMENT OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, OR PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT;

(ii) WAIVES THE RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM IN RESPECT OF, AND ALL STATUTES OF LIMITATIONS WHICH MAY BE RELEVANT TO, SUCH ACTION OR PROCEEDING;

(iii) WAIVES DILIGENCE, DEMAND, PRESENTMENT AND PROTEST AND ANY NOTICES THEREOF AS WELL AS NOTICE OF NONPAYMENT; AND

(iv) WAIVES PRESENTMENT AND DEMAND FOR PAYMENT OF ANY OF THE OBLIGATIONS, PROTEST AND NOTICE OF DISHONOR OR DEFAULT WITH RESPECT TO ANY OF THE OBLIGATIONS.

(m) GOVERNING LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, Pledgor and the Trustee have each caused this Stock Pledge Agreement to be duly executed and delivered as of the date first above written.

PLEDGOR: ECHOSTAR COMMUNICATIONS CORPORATION, a Colorado corporation

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President and General Counsel

TRUSTEE: FIRST TRUST NATIONAL ASSOCIATION, as Trustee

By: /s/ RICHARD PROKOSCH

Name: Richard Prokosch
Title: Trust Officer

SCHEDULE I

PLEDGED SHARES

PLEDGED COMPANY	CERTIFICATE NO.	NO. OF SHARES
EchoStar DBS Corporation, a Colorado corporation	1	1000

ESCROW SECURITY AGREEMENT

Between

FIRST TRUST NATIONAL ASSOCIATION

("Trustee")

and

ECHOSTAR DBS CORPORATION

("Grantor")

June 25, 1997

This ESCROW SECURITY AGREEMENT ("AGREEMENT"), dated as of June 25, 1997, by and between FIRST TRUST NATIONAL ASSOCIATION, as secured party and as trustee for the benefit of the holders of the Notes (as defined below) under the Indenture (as defined below) (the "TRUSTEE"), and EchoStar DBS Corporation, a Colorado corporation ("GRANTOR").

RECITALS

A. Pursuant to that certain Indenture dated as of June 25, 1997 by and between Grantor and the Trustee, as trustee (the "INDENTURE"), Grantor has issued its Senior Secured Notes due 2002 ("NOTES").

B. Pursuant to an Interest Escrow Agreement, the Grantor will be entitled, subject to certain conditions, to draw upon certain proceeds from the sale of the Notes to pay the first five semi-annual interest payments on the Notes.

C. Pursuant to a Satellite Escrow Agreement, the Grantor will be entitled, subject to certain conditions, to draw upon certain proceeds from the sale of the Notes to make required payments under the Satellite Contracts and Launch Contracts, as well as to make payments of Launch Insurance or In-Orbit Insurance.

D. The Indenture requires that Grantor execute and deliver this Agreement.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Trustee as follows:

1. DEFINITIONS. Unless otherwise defined, all terms used herein shall have the meanings given in the Indenture. The following terms shall have the respective meanings given:

"COLLATERAL DOCUMENTS" has the meaning given in the Indenture.

"INTEREST ESCROW AGREEMENT" means the Interest Escrow Agreement dated as of the date hereof among First Trust National Association, as Escrow Agent, the Trustee and Grantor.

"FCC" means the United States Federal Communications Commission.

"GOVERNMENTAL AUTHORITIES" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental or quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.

"PERSON" means any natural person, corporation, partnership, firm, association, Governmental Authority, or any other entity whether acting in an individual, fiduciary or other capacity.

"SATELLITE ESCROW AGREEMENT" means the Satellite Escrow Agreement dated as of the date hereof among First Trust National Association, as Escrow Agent, the Trustee and Grantor.

2. ASSIGNMENT, PLEDGE AND GRANT OF SECURITY INTEREST.

(a) To secure the timely payment and performance of the Obligations (as defined below), Grantor does hereby assign as collateral, grant a security interest in, and pledge, to the Trustee, on behalf of the holders of the Notes, all the estate, right, title and interest of Grantor, whether now owned or hereafter acquired, in, to and under:

(i) the Interest Escrow Account (as defined in the Interest Escrow Agreement) and the Satellite Escrow Account (as defined in the Satellite Escrow Agreement) (collectively, the "ESCROW ACCOUNTS") and all funds contained in the Escrow Accounts, including all investments of such funds.

(ii) the Interest Escrow Agreement and the Satellite Escrow Agreement, in each case as amended or modified from time to time (collectively, the "ASSIGNED AGREEMENTS").

(iii) the proceeds of all of the foregoing (all of the collateral described in clauses (i) and (ii) being herein collectively referred to as the "COLLATERAL"), including (A) all rights of Grantor to receive moneys due and to become due under or pursuant to the Collateral, (B) all rights of Grantor to receive return of any premiums for or proceeds of any insurance, indemnity, warranty or guaranty with respect to the Collateral or to receive condemnation proceeds, (C) all claims of Grantor for damages arising out of or for breach of or default under the Assigned Agreements or any other Collateral, (D) all rights of Grantor under the Assigned Agreements, including any rights to perform thereunder and to compel performance and otherwise exercise all remedies thereunder and (E) to the extent not included in the foregoing, all proceeds receivable or received when any and all of the foregoing Collateral is sold, collected, exchanged or otherwise disposed, whether voluntarily or involuntarily.

(b) Anything herein contained to the contrary notwithstanding, Grantor shall remain liable under the Assigned Agreements, to perform all of the obligations undertaken by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and the Trustee shall have no obligation or liability under any of such Assigned Agreements by reason of or arising out of this Agreement, nor shall the Trustee be required or obligated in any manner to perform or fulfill any obligations of Grantor thereunder or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Subject to the terms of the Indenture, upon the occurrence and during the continuance of an Event of Default, Grantor does hereby constitute the Trustee, acting for and on behalf of the Noteholders, the true and lawful attorney of Grantor, irrevocably, with

full power (in the name of Grantor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Assigned Agreements or any of the other Collateral, including any insurance policies, to elect remedies thereunder, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings in connection therewith which the Trustee may deem to be necessary or advisable; provided, however, that the Trustee shall give Grantor notice of any action taken by it as such attorney-in-fact promptly after taking any such action.

(d) If any default by Grantor under any of the Assigned Agreements shall occur, the Trustee shall, at its option, be permitted (but shall not be obligated) to remedy any such default by giving written notice of such intent to Grantor and to the parties to the Assigned Agreements. Any curing by the Trustee of Grantor's default under any of the Assigned Agreements shall not be construed as an assumption by the Trustee of any obligations, covenants or agreements of Grantor under such Assigned Agreements, and the Trustee shall not incur any liability to Grantor or any other Person as a result of any actions undertaken by the Trustee in curing or attempting to cure any such default. This Agreement shall not be deemed to release or to affect in any way the obligations of Grantor under the Assigned Agreements.

3. OBLIGATIONS SECURED. This Agreement secures the payment and performance of all obligations of Grantor, now existing or hereafter arising, under the Indenture (such obligations being herein called the "OBLIGATIONS").

4. EVENTS OF DEFAULT. The occurrence of an Event of Default under and as defined in the Indenture, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body, shall constitute an Event of Default hereunder.

5. REMEDIES.

(a) If any Event of Default has occurred and is continuing, the Trustee may, (i) declare the Notes to be due and payable immediately in accordance with the provisions of the Indenture, (ii) proceed to protect and enforce the rights vested in it by this Agreement, including the right to cause all revenues hereby pledged as security and all other moneys pledged hereunder to be paid directly to it, and to enforce its rights hereunder to such payments and all other rights hereunder by such appropriate judicial proceedings as it shall deem most effective to protect and enforce any of such rights, either at law or in equity or otherwise, whether for specific enforcement of any covenant or agreement contained in the Assigned Agreements, or in aid of the exercise of any power therein or herein granted, or for any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding, or to enforce any other legal or equitable right vested in it by this Agreement or by law; (iii) cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to collect or enforce any Obligations or rights included in the Collateral, or to foreclose or enforce any other agreement or other instrument by or under or pursuant to which such Obligations are issued or secured, subject in each case to the provisions and requirements thereof; (iv) sell or otherwise dispose of any or all of the Collateral or cause the Collateral to be sold or otherwise disposed of in one or more sales or transactions, at such prices as the Trustee may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, at any broker's board or at public or private sale, without demand of

performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute, rule or regulation, including any applicable FCC regulation, and cannot be waived), it being agreed that the Trustee may be a purchaser on behalf of the holders of Notes at any suc sale and that the Trustee or anyone else who may be the purchaser of any or all of the Collateral so sold shall thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of Grantor, any such demand, notice or right and equity being hereby expressly waived and released to the extent permitted by law; (v) incur expenses, including attorneys' fees, consultants' fees, and other costs appropriate to the exercise of any right or power under this Agreement; (vi) perform any obligation of Grantor hereunder or under any other agreement of Grantor, and make payments, purchase, contest or compromise any Lien, and pay taxes and expenses, without, however, any obligation so to do; (viii) take possession of the Collateral, control and manage the Collateral, collect all income from the Collateral and apply the same to reimburse the Trustee and the holders of Notes for any cost or expenses incurred hereunder or under the Indenture and to the payment or performance of Grantor's obligations hereunder or under the Indenture, and apply the balance to the Notes as provided in the Indenture and any remaining excess balance to whomsoever is legally entitled thereto; (viii) secure the appointment of a receiver of the assets of Grantor or any part thereof and/or the Collateral or any party thereof; or (ix) exercise any other or additional rights or remedies granted to a secured party under the Uniform Commercial Code. If, pursuant to applicable law, rule or regulation prior notice of any such action is required to be given to Grantor, Grantor hereby acknowledges that the minimum time required by such applicable law, rule or regulation or if no minimum is specified, ten (10) business days, shall be deemed a reasonable notice period.

(b) All costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee in connection with any such suit or proceeding, or in connection with the performance by the Trustee of any of Grantor's agreements contained in any exercise of its rights or remedies hereunder, including the Assigned Agreements pursuant to the terms of this Agreement, together with interest thereon (to the extent permitted by law) computed at a rate per annum equal to the interest rate on the Notes from the date on which such costs or expenses are incurred to the date of payment thereof, shall constitute additional indebtedness secured by this Agreement and shall be paid by Grantor to the Trustee on behalf of the Noteholders on demand.

6. REMEDIES CUMULATIVE; DELAY NOT WAIVER.

(a) No right, power or remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Resort to any or all security now or hereafter held by the Trustee, may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both.

(b) No delay or omission of the Trustee to exercise any right or power accruing upon the occurrence and during the continuance of any Event of Default as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of

Default or an acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee.

7. COVENANTS. Grantor covenants as follows:

(a) Grantor will not directly or indirectly create, incur, assume or suffer to exist any Liens (except for Permitted Liens) on or with respect to any property or assets constituting a part of the Collateral and Grantor will at its own cost and expense promptly take such action as may be necessary to discharge any such Liens (other than Permitted Liens) on or with respect to any properties or assets constituting a part of the Collateral.

(b) Any action or proceeding to enforce this Agreement or the Assigned Agreements may be taken by the Trustee either in Grantor's name or in the Trustee's name, as the Trustee may deem necessary.

(c) Grantor shall not modify, amend, terminate, waiver or supplement any provision of any of the Assigned Agreements if any such modification, amendment, termination, waiver or supplement would adversely affect the interest of the Trustee on behalf of the holders of the Notes in a degree greater than the manner in which it adversely affects Grantor.

(d) Grantor shall pay, before the imposition of any fine, penalty, interest or cost attached thereto, all taxes, assessments and other governmental or non-governmental charges or levies now or hereafter assessed or levied against the Collateral or upon the security interest provided for herein (except for Liens for taxes and assessments not then delinquent or which Grantor may, pursuant to the definition of "Permitted Liens" in the Indenture, permit to remain unpaid or any charge being contested in good faith for which an adequate reserve has been established), as well as pay, or cause to be paid, all claims for labor, materials or supplies which, if unpaid, might become a prior Lien (other than a Permitted Lien) thereon.

(e) Grantor shall keep the Collateral, or cause the same to be kept, in good condition consistent with reasonable and prudent business practices.

8. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants as follows:

(a) Each of the Assigned Agreements in effect on the date hereof has been duly authorized, executed and delivered by all parties thereto and is in full force and effect and is binding upon and enforceable against all parties thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the general principles of equity. There exists no default under any of the Assignment Agreements by Grantor, or to the best of Grantor's knowledge, by the other parties thereto.

(b) No effective financing statement or other instrument similar in effect covering all or any part of Grantor's interest in the Collateral is on file in any recording office, except such as may have been filed pursuant to this Agreement or pursuant to the documents evidencing Permitted Liens. The provisions of this Agreement are effective to create in favor of the Trustee a valid security interest in the Collateral (to the extent that the Grantor has rights therein) and, upon the filing of UCC-1 Financing Statements in the filing offices identified on SCHEDULE I in respect of such portions of the Collateral in which a security interest may be

perfected as a result of such filing, the Trustee will have a valid and perfected security interest in the Collateral, to the extent that the Grantor has rights therein (other than proceeds, to the extent Section 9-306 of the Uniform Commercial Code as in effect in the relevant jurisdiction(s) is not complied with respect to such proceeds), subject to no other Liens except Permitted Liens (as defined in the Indenture), and first priority except to the extent of Permitted Liens described in the Indenture.

(c) Grantor is lawfully possessed of ownership of the Collateral (provided that Grantor's rights in certain permits and licenses may, under applicable law, not be characterized as ownership interests). Grantor has full power and lawful authority to grant and assign the Collateral hereunder. Grantor will, so long as any Obligations shall be outstanding, warrant and defend its title to the Collateral against the claims and demands of all Persons whomsoever.

(d) Grantor has not assigned any of its rights under any of the Assigned Agreements except as provided in this Agreement. Grantor will not make any other assignment of its rights under any of the Assigned Agreements.

(e) All subsidiaries of Grantor are listed in Paragraph 1 of SCHEDULE II; all names of Grantor's predecessors-in-interest are listed in Paragraph 2 of SCHEDULE II; and all names under which Grantor does business are listed in Paragraph 3 of SCHEDULE II.

(f) Grantor's place of business, or if Grantor has more than one place of business, Grantor's chief executive office, is set forth in Paragraph 4 of SCHEDULE II.

(g) Except for the filing or recording of the UCC Financing Statements described in Section 8(b) and the notice requirements contained in any applicable FCC regulation and except as otherwise described in Section 11, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Grantor of the security interest in the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Grantor, or (ii) for the perfection of such security interest or the exercise by the Trustee of the rights and remedies provided for in this Agreement.

(h) The execution, delivery and performance by Grantor of this Agreement and the consummation of the transactions contemplated hereby (including the creation of the Liens granted hereunder) will not (i) violate Grantor's constituent organizational documents, (ii) violate any order, judgment or decree of any Governmental Authorities binding on Grantor or any property or assets of Grantor, (iii) violate or conflict with any law, rule, regulation, or Permit applicable to Grantor or any of its properties, (iv) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Grantor is a party or pursuant to which any of its properties or assets are bound, (v) result in or require the creation or imposition of any Lien upon any material properties or assets of Grantor (other than the creation of the Liens granted hereunder), or (vi) require any approval or consent of Grantor's owners.

9. FURTHER ASSURANCES.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly (i) execute and file such financing or continuation statements, or amendments thereto, and such other instruments, endorsements or notices, and take such other actions, as may be reasonably necessary or as the Trustee may reasonably request, in order to perfect and preserve the assignments and security interests granted or purported to be granted hereby; and (ii) if any Collateral shall be located outside the United States, but on the Earth, while title therein is vested in Grantor, ensure that prior to such time as such Collateral leaves the United States, all necessary steps are taken to perfect the Trustee's security interest therein pursuant to local law. Notwithstanding any other provision of this Agreement, the Grantor shall not be required to perfect the Trustee's security interest in jurisdictions located outside the United States, but on the Earth, except that the Grantor shall exercise reasonable efforts to perfect the Trustee's security interest in jurisdictions where the Grantor has major warehouses.

(b) Grantor hereby authorizes the Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. Copies of any such statement or amendment thereto shall promptly be delivered to Grantor.

(c) Grantor shall pay all filing, registration and recording fees or refiling, re-registration and re-recording fees, and all expenses incident to the execution and acknowledgment of this Agreement, any assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto and any instruments of further assurance.

10. PLACE OF PERFECTION. Grantor shall give the Trustee at least thirty (30) business days' notice before it changes the location of its chief executive office, or its name, identity or structure, and shall at the expense of Grantor execute and deliver such instruments and documents as are required to maintain the priority and perfection of the security interest granted hereby. Grantor shall not change the location of its principal place of business or chief executive office to any location outside of the United States unless the Trustee is reasonably satisfied (based upon advice of legal counsel) that the security interest created under this Agreement will not be adversely affected or impaired.

11. MISCELLANEOUS.

(a) NOTICES. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given and received, regardless of when and whether received, either: (a) on the day of hand delivery; or (b) on the third business day after the day sent, when sent by United States certified mail, postage and certification fee prepaid, return receipt requested, addressed as follows:

To the Trustee:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101

Attn: Corporate Trust Administration

To Grantor:

c/o EchoStar DBS Corporation
90 Inverness Circle East
Englewood, CO 80112
Attn: David K. Moskowitz

or at such other address as the specified entity most recently may have designated in writing in accordance with this section to the others.

(b) HEADINGS. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

(d) AMENDMENTS, WAIVERS AND CONSENTS. Any amendment or waiver of any provision of this Agreement and any consent to any departure by Grantor from any provision of this Agreement shall be effective only if made or given in compliance with all of the terms and provisions of the Indenture.

(e) INTERPRETATION OF AGREEMENT. Time is of the essence in each provision of this Agreement of which time is an element.

(f) CONTINUING SECURITY INTEREST. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment and performance in full of the Obligations, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Trustee hereunder, to the benefit of the Trustee and its successors, transferees and assigns.

(g) REINSTATEMENT. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Trustee in respect of the Obligations is rescinded or must otherwise be restored or returned by the Trustee, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for Grantor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) SURVIVAL OF PROVISIONS. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Grantor of the Obligations secured hereby.

(i) AUTHORITY OF THE TRUSTEE. The Trustee shall have and be entitled to exercise all powers hereunder which are specifically granted to the Trustee by the terms hereof, together with such powers as are reasonably incident thereto. The Trustee may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Trustee nor any director, officer, employee, attorney or agent of the Trustee shall be liable to Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, not shall the Trustee be responsible for the validity, effectiveness or sufficiency of this Agreement or of any document or security furnished pursuant hereto. The Trustee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Grantor agrees to indemnify and hold harmless the Trustee and any other Person from and against any and all costs, expenses (including reasonable fees, expenses and disbursements of attorneys and paralegals (including, without duplication, reasonable charges of inside counsel)), claims and liabilities incurred by the Trustee or such Person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Trustee or such Person.

(j) RELEASE; TERMINATION OF AGREEMENT. Subject to the provisions of Section 11(g), this Agreement shall terminate upon full and final payment and performance of all the Obligations. At such time, the Trustee shall, at the request and expense of Grantor, promptly reassign and redeliver to Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Trustee in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Trustee, except as to the absence of any prior assignments by the Trustee of its interest in the Collateral, and shall be at the expense of Grantor.

(k) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

(l) WAIVERS. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(a), WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE TRUSTEE OF ITS RIGHTS FROM AND AFTER AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL. GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE TRUSTEE IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL, TO ENFORCE ANY JUDGMENT OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT;

(ii) WAIVES THE RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM IN RESPECT OF, AND ALL STATUTES OF LIMITATIONS WHICH MAY BE RELEVANT TO, SUCH ACTION OR PROCEEDING;

(iii) WAIVES DILIGENCE, DEMAND, PRESENTMENT AND PROTEST AND ANY NOTICES THEREOF AS WELL AS NOTICE OF NONPAYMENT; AND

(iv) WAIVES PRESENTMENT AND DEMAND FOR PAYMENT OF ANY OF THE OBLIGATIONS, PROTEST AND NOTICE OF DISHONOR OR DEFAULT WITH RESPECT TO ANY OF THE OBLIGATIONS.

(m) GOVERNING LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, Grantor and the Trustee have caused this Escrow Security Agreement to be duly executed as of the day and year first above written.

ECHOSTAR DBS CORPORATION,
a Colorado corporation

By: /S/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President, General Counsel and Secretary

FIRST TRUST NATIONAL ASSOCIATION, as Trustee

By: /S/ RICHARD PROKOSCH

Name: Richard Prokosch
Title: Trust Officer

SCHEDULE I

UCC-1 FILING LOCATIONS

1. Secretary of State of Colorado
2. Secretary of State of Minnesota

SCHEDULE II

MISCELLANEOUS DISCLOSURES

(1) SUBSIDIARIES (SECTION 8(e)):

DirectSat Corporation
Dish, Ltd.
E-Sat, Inc. (80% owned by Dish, Ltd.)
Echo Acceptance Corporation
Echonet Business Network, Inc.
Echosphere Corporation
Echosphere de Mexico, S. de R.L. de C.V.
EchoStar Capacity Corporation
EchoStar Indonesia, Inc.
EchoStar International Corporation
EchoStar International (Mauritius) Limited
EchoStar Manufacturing and Distribution Private Limited (India)
EchoStar North America Corporation
EchoStar Real Estate Corporation
EchoStar Satellite Broadcasting Corporation
EchoStar Satellite Corporation
FlexTracker Sdn. Bhd.
Houston Tracker Systems, Inc.
HT Ventures, Inc.
Lenson Heath USA, Ltd. (a partnership)
Satellite Source, Inc.
Satrec Mauritius Limited (40% owned by EchoStar International Corporation)

(2) PREDECESSORS-IN-INTEREST (SECTION 8(e)):

None

(3) DBA'S (SECTION 8(e)):

None

(4) PLACE OF BUSINESS OR CHIEF EXECUTIVE OFFICE (SECTION 8(f)):

90 Inverness Circle East
Englewood, Colorado 80112

SECURITY AGREEMENT and COLLATERAL ASSIGNMENT

Among

FIRST TRUST NATIONAL ASSOCIATION
("Trustee"),

ECHOSTAR SPACE CORPORATION
("Grantor")

and

ECHOSTAR DBS CORPORATION
("Grantor")

June 25, 1997

This SECURITY AGREEMENT and COLLATERAL ASSIGNMENT ("AGREEMENT"), dated as of June 25, 1997 between and among FIRST TRUST NATIONAL ASSOCIATION, as secured party and as trustee for the benefit of the holders of the Notes (as defined below) under the Indenture (as defined below) (the "TRUSTEE"), EchoStar Space Corporation, a Colorado corporation ("ECHOSTAR SPACE"), and EchoStar DBS Corporation, a Colorado corporation (the "ISSUER," and together with EchoStar Space, the "GRANTORS").

RECITALS

A. Pursuant to that certain Indenture dated as of June 25, 1997 by and between the Issuer and the Trustee, as trustee (the "INDENTURE"), the Issuer has issued its Senior Secured Notes due 2002 ("NOTES").

B. Pursuant to a Satellite Escrow Agreement, the Issuer will be entitled, subject to certain conditions, to draw certain proceeds from the sale of the Notes for construction, launch or insurance of EchoStar IV (as defined below).

C. The Grantors are each wholly-owned subsidiaries of EchoStar Communications Corporation ("ECHOSTAR").

D. The Indenture requires that Grantor execute and deliver this Agreement.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Trustee as follows:

1. DEFINITIONS. Unless otherwise defined, all terms used herein which are defined in the Indenture shall have their respective meanings therein. The following terms shall have the respective meanings given:

"COLLATERAL DOCUMENTS" has the meaning given in the Indenture.

"ECHOSTAR IV" means the communications satellite of the Issuer described in the Offering Memorandum dated June 20, 1997 relating to the sale of the Notes, as EchoStar IV.

"FCC" means the United States Federal Communications Commission.

"GOVERNMENTAL AUTHORITIES" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental or quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.

"LAUNCH CONTRACT" means the launch services contract for the launch of EchoStar IV.

"PERSON" means any natural person, corporation, partnership, firm, association, Governmental Authority, or any other entity whether acting in an individual, fiduciary or other capacity.

"SATELLITE CONTRACT" means the satellite construction contract for the construction of EchoStar IV.

"SATELLITE ESCROW AGREEMENT" means the Satellite Escrow Agreement dated as of June 25, 1997 among First Trust National Association, as Escrow Agent and Trustee, and the Issuer.

"TT&C AGREEMENT" means the tracking, telemetry and control services agreement to be entered into between the Issuer and AT&T Corp. or another recognized provider of tracking, telemetry and control services and any other tracking, telemetry and control agreement entered into by one or more Grantors at any time in connection with EchoStar IV.

2. ASSIGNMENT, PLEDGE AND GRANT OF SECURITY INTEREST.

(a) To secure the timely payment and performance of the Obligations (as defined below), each Grantor does hereby assign as collateral, grant a security interest in, and pledge, to the Trustee, on behalf of the holders of the Notes, all the estate, right, title and interest of such Grantor, whether now owned or hereafter acquired, in, to and under:

(i) the following agreements and documents, as amended from time to time (individually, an "ASSIGNED AGREEMENT," collectively, the "ASSIGNED AGREEMENTS") and all of Grantor's rights thereunder:

(A) the Satellite Contract;

(B) the Launch Contract;

(C) the TT&C Agreement;

(D) all casualty insurance policies maintained or required to be maintained under the Indenture with respect to EchoStar IV or other tangible property included in the Collateral, including the Launch Insurance and all in-orbit insurance and all loss proceeds and other amounts payable to Grantor thereunder, and all eminent domain proceeds;

(E) any lease or sublease agreements or easement agreements relating to ground stations, or any part thereof, or any ancillary facilities, to which Grantor may be or become a party, and in each case which are used in the telemetry, tracking and control of EchoStar IV; and

(F) all amendments, supplements, substitutions and renewals to any of the aforesaid agreements.

(ii) the proceeds of all of the foregoing (all of the collateral described in clause (i) being herein collectively referred to as the "COLLATERAL"), including (A) all rights of Grantor to receive moneys due and to become due under or pursuant to the Collateral, (B) all rights of Grantor to receive return of any premiums for or proceeds of any insurance, indemnity, warranty or guaranty with respect to the Collateral or to receive condemnation proceeds, (C) all claims of Grantor for damages arising out of or for breach of or default under the Assigned Agreements or any other Collateral, (D) all rights of Grantor under the Assigned Agreements, including rights to perform thereunder and to compel performance and otherwise exercise all remedies thereunder and (E) to the extent not included in the foregoing, all proceeds receivable or received when any and all of the foregoing Collateral is sold, collected, exchanged or otherwise disposed, whether voluntarily or involuntarily.

(b) Notwithstanding the foregoing grant, (i) the Trustee shall be deemed to have released, without further action whatsoever, its security interest in any asset the sale of which is not prohibited by the Indenture, upon the sale of such asset, and (ii) the Trustee shall execute such documents and instruments as shall be reasonably requested by any of the Grantors to effectuate the foregoing clause (i).

(c) In order to effectuate the foregoing, each of the Grantors have heretofore represented and warranted or concurrently herewith represent and warrant that they have delivered true and correct copies of each of the Launch Contract, Satellite Contract and the contract for Launch Insurance and there have been no amendments, alterations, modifications or waivers thereto or in the exhibits or schedules thereto that have not been delivered therewith.

(d) Anything herein contained to the contrary notwithstanding, each of the Grantors shall remain liable under each of the Assigned Agreements, to perform all of the obligations undertaken by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and the Trustee shall have no obligation or liability under any of such Assigned Agreements by reason of or arising out of this Agreement, nor shall the Trustee be required or obligated in any manner to perform or fulfill any obligations of any Grantor thereunder or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(e) Subject to the terms of the Indenture, upon the occurrence and during the continuance of an Event of Default, each of the Grantors does hereby constitute the Trustee, acting for and on behalf of the Noteholders, the true and lawful attorney of such Grantor, irrevocably, with full power (in the name of such Grantor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Assigned Agreements or any of the other Collateral, including any insurance policies, to elect remedies thereunder, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings in connection therewith which the Trustee may deem to be necessary or advisable; provided, however, that the Trustee shall give any Grantor notice of any action taken by it as such Grantor's attorney-in-fact promptly after taking any such action.

(f) If any default by any Grantor under any of the Assigned Agreements shall occur, the Trustee shall, at its option, be permitted (but shall not be obligated) to remedy any such default by giving written notice of such intent to the applicable Grantor and to the parties to each Assigned Agreement in default. Any curing by the Trustee of any Grantor's default under any of the Assigned Agreements shall not be construed as an assumption by the Trustee of any obligations, covenants or agreements of such Grantor under such Assigned Agreements, and the Trustee shall not incur any liability to such Grantor or any other Person as a result of any actions undertaken by the Trustee in curing or attempting to cure any such default. This Agreement shall not be deemed to release or to affect in any way the obligations of any Grantor under the Assigned Agreements assigned by such Grantor.

3. OBLIGATIONS SECURED. This Agreement secures (i) the payment and performance of all obligations of the Issuer, now existing or hereafter arising, under the Indenture and (ii) the payment and performance of any Supplemental Indenture (such obligations being herein called the "OBLIGATIONS").

4. EVENTS OF DEFAULT. The occurrence of an Event of Default under and as defined in the Indenture, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body, shall constitute an Event of Default hereunder.

5. REMEDIES.

(a) If any Event of Default has occurred and is continuing, the Trustee may, subject to any applicable requirement of obtaining prior approval from the FCC, and any applicable restrictions of the Communications Act and the FCC Rules (i) declare the Notes to be due and payable immediately in accordance with the provisions of the Indenture; (ii) proceed to protect and enforce the rights vested in it by this Agreement, including the right to cause all revenues hereby pledged as security and all other moneys pledged hereunder to be paid directly to it, and to enforce its rights hereunder to such payments and all other rights hereunder by such appropriate judicial proceedings as it shall deem most effective to protect and enforce any of such rights, either at law or in equity or otherwise, whether for specific enforcement of any covenant or agreement contained in any of the Assigned Agreements, or in aid of the exercise of any power therein or herein granted, or for any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding, or to enforce any other legal or equitable right vested in it by this Agreement or by law; (iii) cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to collect or enforce any Obligations or rights included in the Collateral, or to foreclose or enforce any other agreement or other instrument by or under or pursuant to which such Obligations are issued or secured, subject in each case to the provisions and requirements thereof; (iv) sell or otherwise dispose of any or all of the Collateral or cause the Collateral to be sold or otherwise disposed of in one or more sales or transactions, at such prices as the Trustee may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute, rule or regulation, ncluding any applicable FCC regulation and cannot be waived), it being agreed

that the Trustee may be a purchaser on behalf of the holders of Notes at any such sale and that the Trustee or anyone else who may be the purchaser of any or all of the Collateral so sold shall thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of any Grantor, any such demand, notice or right and equity being hereby expressly waived and released to the extent permitted by law; (v) incur expenses, including attorneys' fees, consultants' fees, and other costs appropriate to the exercise of any right or power under this Agreement; (vi) perform any obligation of any Grantor hereunder or under any other agreement of such Grantor, and make payments, purchase, contest or compromise any Lien, and pay taxes and expenses, without, however, any obligation so to do; (viii) take possession of the Collateral and render it usable, and repair and renovate the same, without, however, any obligation so to do, and enter upon any location where the same may be located for that purpose, control, manage, operate, rent and lease the Collateral, collect all rents and income from the Collateral and apply the same to reimburse the Trustee and the holders of Notes for any cost or expenses incurred hereunder or under the Indenture and to the payment or performance of any of any Grantor's obligations hereunder or under the Indenture, and apply the balance to the Notes as provided in the Indenture and any remaining excess balance to whomsoever is legally entitled thereto; (viii) secure the appointment of a receiver of the assets of any Grantor or any part thereof and/or the Collateral or any part thereof; or (ix) exercise any other or additional rights or remedies granted to a secured party under the Uniform Commercial Code. If, pursuant to applicable law, rule or regulation prior notice of any such action is required to be given to any Grantor, such Grantor hereby acknowledges that the minimum tme required by such applicable law, rule or regulation or if no minimum is specified, fifteen (15) business days, shall be deemed a reasonable notice period.

(b) All costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee in connection with any such suit or proceeding, or in connection with the performance by the Trustee of any of any Grantor's agreements contained in any exercise of its rights or remedies hereunder, including any of the Assigned Agreements pursuant to the terms of this Agreement, together with interest thereon (to the extent permitted by law) computed at a rate per annum equal to the interest rate on the Notes from the date on which such costs or expenses are incurred to the date of payment thereof, shall constitute additional indebtedness secured by this Agreement and shall be paid by such Grantor to the Trustee on behalf of the Noteholders on demand.

6. REMEDIES CUMULATIVE; DELAY NOT WAIVER.

(a) No right, power or remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Resort to any or all security now or hereafter held by the Trustee, may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both.

(b) No delay or omission of the Trustee to exercise any right or power accruing upon the occurrence and during the continuance of any Event of Default as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee.

7. COVENANTS. Each Grantor covenants as follows:

(a) Grantor will not directly or indirectly create, incur, assume or suffer to exist any Liens (except for Permitted Liens) on or with respect to any property or assets constituting a part of the Collateral and Grantor will at its own cost and expense promptly take such action as may be necessary to discharge any such Liens (other than Permitted Liens) on or with respect to any properties or assets constituting a part of the Collateral assigned by such Grantor.

(b) Any action or proceeding to enforce this Agreement or any Assigned Agreement may be taken by the Trustee either in Grantor's name or in the Trustee's name, as the Trustee may deem necessary.

(c) Grantor shall not modify, amend, terminate, waiver or supplement any provision of any Assigned Agreement, if any such modification, amendment, termination, waiver or supplement would adversely affect the interest of the Trustee on behalf of the holders of the Notes in a degree greater than the manner in which it adversely affects Grantor.

(d) Grantor shall pay, before the imposition of any fine, penalty, interest or cost attached thereto, all taxes, assessments and other governmental or non-governmental charges or levies now or hereafter assessed or levied against the Collateral or upon the security interest provided for herein (except for Liens for taxes and assessments not then delinquent or which Grantor may, pursuant to the definition of "Permitted Liens" in the Indenture, permit to remain unpaid or any charge being contested in good faith for which an adequate reserve has been established), as well as pay, or cause to be paid, all claims for labor, materials or supplies which, if unpaid, might become a prior Lien (other than a Permitted Lien) thereon.

(e) Grantor shall keep the Collateral, or cause the same to be kept, in good operating condition consistent with reasonable and prudent business practices.

8. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants as follows:

(a) Each Assigned Agreement in which Grantor has rights in effect on the date hereof has been duly authorized, executed and delivered by all parties thereto and is in full force and effect and is binding upon and enforceable against all parties thereto in accordance with its terms, subject to applicable communications bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and to the exercise of judicial discretion in accordance with general principles of equity. There

exists no default under any such Assigned Agreement by Grantor, or to the best of Grantor's knowledge, by the other parties thereto.

(b) No effective financing statement or other instrument similar in effect covering all or any part of Grantor's interest in the Collateral is on file in any recording office, except such as may have been filed pursuant to this Agreement or pursuant to the documents evidencing Permitted Liens. The provisions of this Agreement are effective to create in favor of the Trustee a valid security interest in the Collateral (to the extent that the Grantor has rights therein) and, upon the filing of UCC-1 Financing Statements in the filing offices identified on SCHEDULE I in respect of such portions of the Collateral in which a security interest may be perfected as a result of such filing, the Trustee will have a valid and perfected security interest in the Collateral, to the extent that the Grantor has rights therein (other than proceeds, to the extent Section 9-306 of the Uniform Commercial Code as in effect in the relevant jurisdiction(s) is not complied with in respect to such proceeds), subject to no other Liens except Permitted Liens (as defined in the Indenture), and first priority except to the extent of Permitted Liens described in the Indenture.

(c) Grantor is lawfully possessed of ownership of the Collateral (provided that Grantor's rights in certain permits and licenses may, under applicable law, not be characterized as ownership interests) and has full right, title and interest in all rights purported to be granted to it under the Assigned Agreements. Grantor has full power and lawful authority to grant and assign the Collateral (as collateral) hereunder. Grantor will, so long as any Obligations shall be outstanding, warrant and defend its title to the Collateral against the claims and demands of all Persons whomsoever.

(d) Grantor has not assigned any of its rights under the Assigned Agreements except as provided in this Agreement. Grantor will not make any other assignment of its rights under the Assigned Agreements.

(e) Grantor shall use its best efforts to obtain any required consents necessary to effect the collateral assignment of the Satellite Contract, the Launch Contract and the contract for Launch Insurance, in each case within 60 days after the date hereof and substantially in the form of EXHIBIT A hereto.

(f) All subsidiaries of Grantor are listed in Paragraph 1 of SCHEDULE II; all names of Grantor's predecessors-in-interest are listed in Paragraph 2 of SCHEDULE II; and all names under which Grantor does business are listed in Paragraph 3 of SCHEDULE II.

(g) Grantor's place of business, or if Grantor has more than one place of business, Grantor's chief executive office, is set forth in Paragraph 4 of SCHEDULE II.

(h) Except for the filing or recording of the UCC Financing Statements described in Section 8(b) and the notice requirements contained in any applicable FCC regulation and except as otherwise described in Section 11, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Grantor of the security interest in the Collateral pursuant to this Agreement or for the execution, delivery or performance of this

Agreement by Grantor, or (ii) for the perfection of such security interest or the exercise by the Trustee of the rights and remedies provided for in this Agreement.

(i) The execution, delivery and performance by Grantor of this Agreement and the consummation of the transactions contemplated hereby (including the creation of the Liens granted hereunder) will not (i) violate Grantor's constituent organizational documents, (ii) violate any order, judgment or decree of any Governmental Authorities binding on Grantor or any property or assets of Grantor, (iii) violate or conflict with any law, rule, regulation, or Permit applicable to Grantor or any of its properties, (iv) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Grantor is a party or pursuant to which any of its properties or assets are bound, (v) result in or require the creation or imposition of any Lien upon any material properties or assets of Grantor (other than the creation of the Liens granted hereunder), or (vi) require any approval or consent of Grantor's owners; PROVIDED, HOWEVER, that the exercise of security interests and/or of powers granted the Trustee upon the Event of Default is subject to the requirements and limitations of the Communications Act and the FCC Rules including, without limitation, the requirement of obtaining prior FCC approval to any transfer of control, as the term "control" is used in the Communications Act and construed by the FCC, and the restrictions on alien ownership and control established by the Communications Act and the FCC Rules.

9. FURTHER ASSURANCES.

(a) Each Grantor agrees that from time to time, at its expense, it will promptly (i) execute and file such financing or continuation statements, or amendments thereto, and such other instruments, endorsements or notices, and take such other actions, as may be reasonably necessary or as the Trustee may reasonably request, in order to perfect and preserve the assignments and security interests granted or purported to be granted by such Grantor hereby; and (ii) if any Collateral shall be located outside the United States, but on the Earth, while title therein is vested in it, ensure that prior to such time as such Collateral leaves the United States, all necessary steps are taken to perfect the Trustee's security interest therein pursuant to local law. Notwithstanding any other provision of this Agreement, neither Grantor shall be required to perfect the Trustee's security interest in jurisdictions located outside the United States, but on the Earth, except that each Grantor shall exercise reasonable efforts to perfect the Trustee's security interest in jurisdictions where such Grantor has major warehouses.

(b) Each Grantor hereby authorizes the Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without its signature where permitted by law. Copies of any such statement or amendment thereto shall promptly be delivered to the applicable Grantor.

(c) Each Grantor shall pay all filing, registration and recording fees or refiling, re-registration and re-recording fees, and all expenses incident to the execution and acknowledgment of this Agreement, any assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imports, assessments and charges arising

out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto and any instruments of further assurance.

10. PLACE OF PERFECTION. Each Grantor shall give the Trustee at least thirty (30) business days' notice before it changes the location of its chief executive office, or its name, identity or structure, and shall, at its expense, execute and deliver such instruments and documents as are required to maintain the priority and perfection of the security interest granted hereby. Neither Grantor shall change the location of its principal place of business or chief executive office to any location outside of the United States unless the Trustee is reasonably satisfied (based upon advice of legal counsel) that the security interest created under this Agreement will not be adversely affected or impaired.

11. FCC MATTERS.

(a) If an Event of Default shall have occurred and be continuing, Grantor shall take any action which the Trustee may request in the exercise of the Trustee's rights and remedies under this Agreement to transfer and assign to the Trustee, or to such one or more third parties as the Trustee may designate, or to a combination of the foregoing, the Collateral; PROVIDED, HOWEVER, that the Trustee shall provide at least ten days' prior written notice to the FCC and to the Pledgor before taking any action which may result in repossession of any Pledged Collateral where required by FCC rules and regulations and not waivable by Pledgor. To enforce the provisions of this Section 11, the Trustee is hereby empowered to seek from the FCC any approvals required by the Communications Act or the FCC rules and regulations including, but not limited to, approval of an involuntary transfer of control of any FCC license for the purpose of seeking a BONA FIDE purchaser to whom control of such license will ultimately be transferred. Each Grantor hereby agrees to authorize such an involuntary transfer of control of such FCC license upon the request of the Trustee. Upon the occurrence and continuation of an Event of Default, each Grantor shall use its best efforts to assist in obtaining approval of the FCC, if required, for any action or transactions contemplated by this Agreement, including the preparation, execution and filing with the FCC of such Grantor's portion of any application or applications for consent to transfer of control necessary or appropriate under the FCC's rules and regulations for approval of the transfer or assignment of any portion of the Collateral.

(b) Each Grantor acknowledges that any necessary FCC approvals and FCC authorization for the transfer of control of the licenses of such Grantor are integral to the Trustee's realization of the value of the Collateral for the benefit of the holders of the Notes, that there is no remedy at law for failure by such Grantor to comply with the provisions of this Section 11 and that such failure would not be adequately compensable in damages, and therefore each Grantor agrees that its agreements contained in this Section 11 may be specifically enforced.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Trustee shall not, without first obtaining approval of the FCC, take any action pursuant to this Agreement, including, but not limited to, any action which would constitute or result in any assignment of an FCC license or transfer of control of any Grantor if such action would require, under then existing law (including the written rules and regulations of the FCC), the prior approval of the FCC; nor shall any rights hereunder

be deemed vested in the Trustee if such vesting would require prior FCC approval or would be deemed to result in an assignment of an FCC license or transfer of control of any Grantor, if such assignment or transfer would require the prior approval of the FCC, unless and until such approval is obtained.

(d) Each Grantor consents to the transfer of control or assignment of the Collateral to a receiver, trustee, transferee, or similar official or to any purchaser of the Collateral pursuant to any public or private sale, judicial sale, foreclosure or exercise of other remedies available to the Trustee as permitted by applicable law; PROVIDED, HOWEVER, that the Trustee shall provide at least ten days' prior written notice to the FCC and to the Pledgor before taking any action which may result in repossession of any Pledged Collateral where required by FCC rules and regulations and not waivable by Pledgor.

(e) Notwithstanding anything to the contrary contained in this Agreement, prior to the occurrence of an Event of Default and compliance with all applicable laws by the Trustee, this Agreement and the transactions contemplated hereby do not, will not, and are not intended to, constitute, create or have the effect of constituting or creating, directly or indirectly, actual or practical ownership of any Grantor by the Trustee or control, affirmative or negative, direct or indirect, of any Grantor, over the management or any other aspect of the operation of such Grantor, which ownership and control remain exclusively and at all times in such Grantor. Notwithstanding any other provision of this Agreement, any foreclosure on, sale, transfer or other disposition of, or the exercise of any right to vote or consent with respect to, any of the Collateral as provided herein or any other action taken or proposed to be taken by the Trustee hereunder which would affect the operational, voting, or other control of any Grantor or any of the Subsidiaries, shall be effected pursuant to Section 310(d) of the Communications Act of 1934, as amended, and to the applicable rules and regulations thereunder.

(f) There shall be no communications between the Pledgor and the Trustee whereby the Trustee shall influence the management and/or operation of any and all facilities subject to Title III of the Communications Act.

12. MISCELLANEOUS.

(a) NOTICES. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given and received, regardless of when and whether received, either: (a) on the day of hand delivery; or (b) on the third business day after the day sent, when sent by United States certified mail, postage and certification fee prepaid, return receipt requested, addressed as follows:

To the Trustee:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attn: Corporate Trust Administration

To Grantors:

EchoStar DBS Corporation
90 Inverness Circle East
Englewood, CO 80112
Attn: David K. Moskowitz

and

EchoStar Space Corporation
90 Inverness Circle East
Englewood, CO 80112
Attn: David K. Moskowitz

or at such other address as the specified entity most recently may have designated in writing in accordance with this section to the others.

(b) HEADINGS. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

(d) AMENDMENTS, WAIVERS AND CONSENTS. Any amendment or waiver of any provision of this Agreement and any consent to any departure by any Grantor from any provision of this Agreement shall be effective only if made or given in compliance with all of the terms and provisions of the Indenture.

(e) INTERPRETATION OF AGREEMENT. Time is of the essence in each provision of this Agreement of which time is an element.

(f) CONTINUING SECURITY INTEREST. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment and performance in full of the Obligations, (ii) be binding upon each Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Trustee hereunder, to the benefit of the Trustee and its successors, transferees and assigns.

(g) REINSTATEMENT. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Trustee in respect of the Obligations is rescinded or must otherwise be restored or returned by the Trustee, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Grantor or upon the appointment of any

receiver, intervenor, conservator, trustee or similar official for any Grantor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) SURVIVAL OF PROVISIONS. All representations, warranties and covenants of any Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by such Grantor of the Obligations secured hereby.

(i) AUTHORITY OF THE TRUSTEE. Subject to any applicable requirement of prior FCC approval and any applicable restrictions established by the Communications Act and the FCC Rules, the Trustee shall have and be entitled to exercise all powers hereunder which are specifically granted to the Trustee by the terms hereof, together with such powers as are reasonably incident thereto. The Trustee may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Trustee nor any director, officer, employee, attorney or agent of the Trustee shall be liable to any Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, not shall the Trustee be responsible for the validity, effectiveness or sufficiency of this Agreement or of any document or security furnished pursuant hereto. The Trustee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Each Grantor agrees to indemnify and hold harmless the Trustee and any other Person from and against any and all costs, expenses (including reasonable fees, expenses and disbursements of attorneys and paralegals (including, without duplication, reasonable charges of inside counsel)), claims and liabilities incurred by the Trustee or such Person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Trustee or such Person.

(j) RELEASE; TERMINATION OF AGREEMENT. Subject to the provisions of Section 12(g), this Agreement shall terminate upon full and final payment and performance of all the Obligations. At such time, the Trustee shall, at the request and expense of any Grantor, promptly reassign and redeliver to such Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Trustee in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Trustee, except as to the absence of any prior assignments by the Trustee of its interest in the Collateral, and shall be at the expense of Grantor.

(k) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

(l) WAIVERS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 5(a) AND 11(a), WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY

KIND PRIOR TO THE EXERCISE BY THE TRUSTEE OF ITS RIGHTS FROM AND AFTER AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL. GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE TRUSTEE IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL, TO ENFORCE ANY JUDGMENT OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT;

(ii) WAIVES THE RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM IN RESPECT OF, AND ALL STATUTES OF LIMITATIONS WHICH MAY BE RELEVANT TO, SUCH ACTION OR PROCEEDING;

(iii) WAIVES DILIGENCE, DEMAND, PRESENTMENT AND PROTEST AND ANY NOTICES THEREOF AS WELL AS NOTICE OF NONPAYMENT EXCEPT FOR NOTICES REQUIRED UNDER THE COMMUNICATIONS ACT AND/OR THE FCC RULES WHICH ARE NOT WAIVABLE BY PLEDGOR; AND

(iv) WAIVES PRESENTMENT AND DEMAND FOR PAYMENT OF ANY OF THE OBLIGATIONS, PROTEST AND NOTICE OF DISHONOR OR DEFAULT WITH RESPECT TO ANY OF THE OBLIGATIONS.

(m) GOVERNING LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, Grantors and the Trustee have caused this Security Agreement and Collateral Assignment to be duly executed as of the day and year first above written.

ECHOSTAR SPACE CORPORATION,
a Colorado corporation

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President, General Counsel and Secretary

ECHOSTAR DBS CORPORATION,
a Colorado corporation

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President, General Counsel and Secretary

FIRST TRUST NATIONAL
ASSOCIATION, as Trustee

By: /s/ RICHARD PROKOSCH

Name: Richard Prokosch
Title: Senior Vice President, General Counsel and Secretary

SCHEDULE I

UCC-1 FILING LOCATIONS

1. Secretary of State of the State of Colorado

2. Secretary of State of the State of Maryland

3. Secretary of State of the State of Delaware

4 Secretary of State of the State of New York

5. Secretary of State of the State of New Jersey

6. Secretary of State of the State of California

SCHEDULE II

MISCELLANEOUS DISCLOSURES

(1) SUBSIDIARIES (Section 8(f)):

DirectSat Corporation
Dish, Ltd.
E-Sat, Inc. (80% owned by Dish, Ltd.)
Echo Acceptance Corporation
Echonet Business Network, Inc.
Echosphere Corporation
Echosphere de Mexico, S. de R.L. de C.V.
EchoStar Capacity Corporation
EchoStar Indonesia, Inc.
EchoStar International Corporation
EchoStar International (Mauritius) Limited
EchoStar Manufacturing and Distribution Private Limited (India)
EchoStar North America Corporation
EchoStar Real Estate Corporation
EchoStar Satellite Broadcasting Corporation
EchoStar Satellite Corporation
FlexTracker Sdn. Bhd.
Houston Tracker Systems, Inc.
HT Ventures, Inc.
Lenson Heath USA, Ltd. (a partnership)
Satellite Source, Inc.
Satrec Mauritius Limited (40% owned by EchoStar International Corporation)

(2) PREDECESSORS-IN-INTEREST (Section 8(f)):

None

(3) DBA'S (Section 8(f)):

None

(4) PLACE OF BUSINESS OR CHIEF EXECUTIVE OFFICE (Section 8(g)):

90 Inverness Circle East
Englewood, Colorado 80112

EXHIBIT A

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this "CONSENT AND AGREEMENT") is executed by the Undersigned (as defined below) for the benefit of FIRST TRUST NATIONAL ASSOCIATION (the "TRUSTEE"), as Trustee under a certain Indenture ("INDENTURE") between the Trustee and EchoStar DBS Corporation, a Colorado corporation (the "ISSUER") and secured party under a Security Agreement of even date therewith ("SECURITY AGREEMENT") and is acknowledged and agreed to by the Company (as defined below).

The "UNDERSIGNED" is _____,

a _____.

RECITALS

A. The Undersigned and the Company have entered into the following agreement (including the amendments, if any, listed as items (2) and beyond, and as such agreement may have been amended from time to time, the "CONTRACT"):

(1) _____ between the Undersigned and _____ (the "COMPANY") dated as of _____.

B. Pursuant to the Security Agreement, the Company has assigned its interest under the Contract to the Trustee as collateral for the Company's obligations with respect to the Senior Secured Notes of the Issuer ("NOTES") and certain other obligations, all as set forth in the Indenture.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy is hereby acknowledged, the Undersigned agrees as follows:

1. The Undersigned acknowledges and consents to the collateral assignment referred to in Recital B, constituting any consent required under the Contract.

2. The Undersigned acknowledges and, upon an Event of Default under the Indenture, consents to the foreclosure upon the Contract by the Trustee or its designee, successor or assignee, and subject to the Undersigned's consent, which consent shall not be unreasonably withheld, the consequent replacement of the Company under the Contract by the Trustee, its designee, successor or assignee, or another purchaser or assignee. For purposes of this Paragraph 2, the failure to provide such consent shall presumptively be deemed to be unreasonable where (a) all reasonable requirements imposed by the Undersigned as a result of any rule, regulation or law to which it is bound have been satisfied and (b) any successor to the Company under the Contract (i) expressly

assumes the Company's obligations thereunder for the benefit of the Undersigned, (ii) succeeds to substantially all of the right, title, and interest in and to all assets of the Company reasonably necessary for such successor to perform its obligations under the Contract and (iii) is at least as creditworthy as the Company at the time it originally executed the Contract; provided, however, that any replacement of the Company under the contract as permitted hereunder shall be effective only following written notice to the Undersigned of such foreclosure (the "FORECLOSURE NOTICE"). Upon such succession and assumption by a party other than the Trustee, the Trustee shall be released from any further liability under the Contract.

3. Following the delivery to the Underwriter of the Foreclosure Notice, the Trustee shall be entitled to exercise all rights and to cure any defaults of the Company under the Contract pursuant to the terms thereof. Upon receipt of notice from the Trustee, the Undersigned agrees to accept such exercise and cure by the Trustee and to render all or any part of the performance due by the Undersigned under the Contract to the Trustee. The Undersigned agrees to make all payments to be made by it under the Contract directly to the Trustee upon receipt of the Trustee's written instructions.

4. The Undersigned shall not terminate the Contract by reason of any default by the Company without first giving the Trustee at least 30 days prior written notice of its intention to terminate the Contract and permitting the Trustee to cure such default during such 30-day period or, in the event that the Trustee is prohibited by applicable law from curing such default during such 30-day period, such longer period as shall be reasonably necessary. During any such period for cure, the Undersigned shall be entitled to suspend its activities or reschedule any launch as provided in Paragraph __ of the Contract.

5. In the event that the Contract is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding and if, within forty-five (45) days after such rejection, the Trustee or its successors or assigns shall so request, the Undersigned will execute and deliver to the Trustee a new Contract, which Contract shall be on the terms and conditions as the original Contract for the remaining term of the Contract before giving effect to such termination, subject to the proviso contained in paragraph 4 above.

6. In any event that the Contract is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding and if, within forty-five (45) days after such rejection, the Trustee or its successors or assigns so request, the Undersigned shall after all final obligation of the Company and the Trustee have been cured, executed and deliver to the Trustee Undersigned will cooperate with the Trustee or its successor or assign in preparing and executing a new contract with terms substantially identical to the Contract, except relating solely to EchoStar IV, and for purposes of this Consent and Agreement, the term "Contract" shall refer to such new contract. The parties acknowledge and agree that, upon a foreclosure upon the Contract by the Trustee, the Company will retain, and this Consent and Agreement shall not affect, the Company's rights and obligations under the original Contract with respect to launches other than EchoStar IV.

7. The Undersigned agrees to provide the Trustee with all written notices relating to any material breach by the Company under the Contract, provided that the Undersigned has been provided with an address to which such notices shall be sent.

8. The Undersigned represents and warrants that:

i. As of the date hereof, the Contract is in full force and effect and has not been amended, supplemented or modified except pursuant to the amendments listed in Paragraph A; and

ii. This Consent and Agreement shall be binding upon and benefit the successors and assigns of the Undersigned, the Company, the Trustee and their respective successors, transferees and assigns. No termination, amendment, variation or waiver of any provisions of this Consent and Agreement shall be effective unless in writing and signed by the party to be bound thereby. This Consent and Agreement shall be governed by the laws of the State of New York.

iii. This Consent and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

IN WITNESS WHEREOF, the Undersigned by its officer thereunto duly authorized, has duly executed this Consent and Agreement on the date set forth below.

Dated: , 1997

By: ---
Name:
Title:

Accepted and agreed to:

[INSERT NAME OF COMPANY]

By:

    Name:
    Title:

- ---

SATELLITE SECURITY AGREEMENT

Between

FIRST TRUST NATIONAL ASSOCIATION
("Trustee")

and

ECHOSTAR DBS CORPORATION
("Grantor")

June 25, 1997

- ---

This SECURITY AGREEMENT ("AGREEMENT"), dated as of June 25, 1997, by and between FIRST TRUST NATIONAL ASSOCIATION, as secured party and as trustee for the benefit of the holders of the Notes (as defined below) under the Indenture (as defined below) (the "TRUSTEE"), and EchoStar DBS Corporation, a Colorado corporation ("GRANTOR").

RECITALS

A. Pursuant to that certain Indenture dated as of June 25, 1997 by and between Grantor, as issuer, and the Trustee, as trustee (the "INDENTURE"), the Grantor has issued its Senior Secured Notes due 2002 ("NOTES").

B. Pursuant to a Satellite Escrow Agreement, the Grantor will be entitled, subject to certain conditions, to draw certain proceeds from the sale of the Notes for construction, launch or insurance of EchoStar IV (as defined below).

C. The Grantor is a wholly-owned subsidiary of EchoStar Communications Corporation ("ECHOSTAR").

D. The Indenture requires that Grantor execute and deliver this Agreement.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Trustee as follows:

1. DEFINITIONS. Unless otherwise defined, all terms used herein which are defined in the Indenture shall have their respective meanings therein. The following terms shall have the respective meanings given:

"COLLATERAL DOCUMENTS" has the meaning given in the Indenture.

"ECHOSTAR IV" means the communications satellite of the Grantor described in the Offering Memorandum dated June 20, 1997 relating to the sale of the Notes, as EchoStar IV.

"FCC" means the United States Federal Communications Commission.

"GOVERNMENTAL AUTHORITIES" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental or quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.

"PERSON" means any natural person, corporation, partnership, firm, association, Governmental Authority, or any other entity whether acting in an individual, fiduciary or other capacity.

"SATELLITE ESCROW AGREEMENT" means the Satellite Escrow Agreement dated as of June 25, 1997 among First Trust National Association, as Escrow Agent and Trustee, and Grantor.

2. ASSIGNMENT, PLEDGE AND GRANT OF SECURITY INTEREST.

(a) To secure the timely payment and performance of the Obligations (as defined below), Grantor does hereby assign as collateral, grant a security interest in, and pledge, to the Trustee, on behalf of the holders of the Notes, all the estate, right, title and interest of Grantor, whether now owned or hereafter acquired, in, to and under:

(i) EchoStar IV

(ii) the proceeds of the foregoing (the collateral described in clause (i) being herein collectively referred to as the "COLLATERAL"), including (A) all rights of Grantor to receive moneys due and to become due under or pursuant to the Collateral, (B) all rights of Grantor to receive return of any premiums for or proceeds of any insurance, indemnity, warranty or guaranty with respect to the Collateral or to receive condemnation proceeds and (C) to the extent not included in the foregoing, all proceeds receivable or received when any and all of the foregoing Collateral is sold, collected, exchanged or otherwise disposed, whether voluntarily or involuntarily.

(b) Notwithstanding the foregoing grant, (i) the Trustee shall be deemed to have released, without further action whatsoever, its security interest in any asset the sale of which is not prohibited by the Indenture, upon the sale of such asset, and (ii) the Trustee shall execute such documents and instruments as shall be reasonably requested by Grantor to effectuate the foregoing clause (i).

(c) Subject to the terms of the Indenture, upon the occurrence and during the continuance of an Event of Default, Grantor does hereby constitute the Trustee, acting for and on behalf of the Noteholders, the true and lawful attorney of Grantor, irrevocably, with full power (in the name of Grantor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Collateral, including any insurance policies, to elect remedies thereunder, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings in connection therewith which the Trustee may deem to be necessary or advisable; provided, however, that the Trustee shall give Grantor notice of any action taken by it as such attorney-in-fact promptly after taking any such action.

3. OBLIGATIONS SECURED. This Agreement secures the payment and performance of all obligations of the Grantor, now existing or hereafter arising, under the Indenture (such obligations being herein called the "OBLIGATIONS").

4. EVENTS OF DEFAULT. The occurrence of an Event of Default under and as defined in the Indenture, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body, shall constitute an Event of Default hereunder.

5. REMEDIES.

(a) If any Event of Default has occurred and is continuing, the Trustee may, subject to any applicable requirement of obtaining prior approval from the FCC, and any applicable restrictions of the Communications Act and the FCC Rules (i) declare the

Notes to be due and payable immediately in accordance with the provisions of the Indenture; (ii) proceed to protect and enforce the rights vested in it by this Agreement, including the right to cause all revenues hereby pledged as security and all other moneys pledged hereunder to be paid directly to it, and to enforce its rights hereunder to such payments and all other rights hereunder by such appropriate judicial proceedings as it shall deem most effective to protect and enforce any of such rights, either at law or in equity or otherwise, whether in aid of the exercise of any power therein or herein granted, or for any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding, or to enforce any other legal or equitable right vested in it by this Agreement or by law; (iii) cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to collect or enforce any Obligations or rights included in the Collateral, or to foreclose or enforce any other agreement or other instrument by or under or pursuant to which such Obligations are issued or secured, subject in each case to the provisions and requirements thereof; (iv) sell or otherwise dispose of any or all of the Collateral or cause the Collateral to be sold or otherwise disposed of in one or more sales or transactions, at such prices as the Trustee may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute, rule or regulation, including any applicable FCC regulation and cannot be waived), it being agreed that the Trustee may bea purchaser on behalf of the holders of Notes at any such sale and that the Trustee or anyone else who may be the purchaser of any or all of the Collateral so sold shall thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of Grantor, any such demand, notice or right and equity being hereby expressly waived and released to the extent permitted by law; (v) incur expenses, including attorneys' fees, consultants' fees, and other costs appropriate to the exercise of any right or power under this Agreement; (vi) perform any obligation of Grantor hereunder or under any other agreement of Grantor, and make payments, purchase, contest or compromise any Lien, and pay taxes and expenses, without, however, any obligation so to do; (viii) take possession of the Collateral and render it usable, and repair and renovate the same, without, however, any obligation so to do, and enter upon any location where the same may be located for that purpose, control, manage, operate, rent and lease the Collateral, collect all rents and income from the Collateral and apply the same to reimburse the Trustee and the holders of Notes for any cost or expenses incurred hereunder or under the Indenture and to the payment or performance of Grantor's obligations hereunder or under the Indenture, and apply the balance to the Notes as provided in the Indenture and any remaining excess balance to whomsoever is legally entitled thereto; (viii) secure the appointment of a receiver of the assets of Grantor or any part thereof and/or the Collateral or any part thereof; or (ix) exercise any other or additional rights or remedies granted to a secured party under the Uniform Commercial Code. If, pursuant to applicable law, rule or regulation prior notice of any such action is required to be given to Grantor, Grantor hereby acknowledges that the minimum time required by such applicable law, rule or regulation or if no minimum is specified, ten (10) business days, shall be deemed a reasonablenotice period.

(b) All costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee in connection with any such suit or proceeding, or in connection with the performance by the Trustee of any of Grantor's agreements contained in any exercise of its rights or remedies hereunder, together with interest thereon (to the extent permitted by law) computed at a rate per annum equal to the interest rate on the Notes from the date on which such costs or expenses are incurred to the date of payment

thereof, shall constitute additional indebtedness secured by this Agreement and shall be paid by Grantor to the Trustee on behalf of the Noteholders on demand.

6. REMEDIES CUMULATIVE; DELAY NOT WAIVER.

(a) No right, power or remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Resort to any or all security now or hereafter held by the Trustee, may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both.

(b) No delay or omission of the Trustee to exercise any right or power accruing upon the occurrence and during the continuance of any Event of Default as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee.

7. COVENANTS. Grantor covenants as follows:

(a) Grantor will not directly or indirectly create, incur, assume or suffer to exist any Liens (except for Permitted Liens) on or with respect to any property or assets constituting a part of the Collateral and Grantor will at its own cost and expense promptly take such action as may be necessary to discharge any such Liens (other than Permitted Liens) on or with respect to any properties or assets constituting a part of the Collateral.

(b) Any action or proceeding to enforce this Agreement may be taken by the Trustee either in Grantor's name or in the Trustee's name, as the Trustee may deem necessary.

(c) Grantor shall pay, before the imposition of any fine, penalty, interest or cost attached thereto, all taxes, assessments and other governmental or non-governmental charges or levies now or hereafter assessed or levied against the Collateral or upon the security interest provided for herein (except for Liens for taxes and assessments not then delinquent or which Grantor may, pursuant to the definition of "Permitted Liens" in the Indenture, permit to remain unpaid or any charge being contested in good faith for which an adequate reserve has been established), as well as pay, or cause to be paid, all claims for labor, materials or supplies which, if unpaid, might become a prior Lien (other than a Permitted Lien) thereon.

(d) Grantor shall keep the Collateral and all systems relating to operations of EchoStar IV, or cause the same to be kept, in good operating condition consistent with reasonable and prudent business practices which, in the case of EchoStar IV, shall be evidenced by the manufacturer's operating manuals and practices of any service company retained by Grantor, all applicable permits and applicable material legal requirements, and make or cause to be made all possible repairs (structural and

nonstructural, extraordinary or ordinary) necessary to keep the Collateral and EchoStar IV systems in such condition. Grantor shall be deemed in compliance with the requirements concerning the operation of EchoStar IV under this section so long as Grantor and AT&T (or its affiliates) or another recognized provider of telemetry, tracking and control services are parties to an effective agreement under which AT&T (or its affiliates) or another recognized provider of telemetry, tracking and control services provides telemetry, tracking and control services for EchoStar IV (so long as EchoStar IV is operational).

8. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants as follows:

(a) No effective financing statement or other instrument similar in effect covering all or any part of Grantor's interest in the Collateral is on file in any recording office, except such as may have been filed pursuant to this Agreement or pursuant to the documents evidencing Permitted Liens. The provisions of this Agreement are effective to create in favor of the Trustee a valid security interest in the Collateral (to the extent that the Grantor has rights therein) and, upon the filing of UCC-1 Financing Statements in the filing offices identified on SCHEDULE I in respect of such portions of the Collateral in which a security interest may be perfected as a result of such filing, the Trustee will have a valid and perfected security interest in the Collateral, to the extent that the Grantor has rights therein (other than proceeds, to the extent Section 9-306 of the Uniform Commercial Code as in effect in the relevant jurisdiction(s) is not complied with in respect to such proceeds), subject to no other Liens except Permitted Liens (as defined in the Indenture), and first priority except to the extent of Permitted Liens described in the Indenture.

(b) Grantor is lawfully possessed of ownership of the Collateral (provided that Grantor's rights in certain permits and licenses may, under applicable law, not be characterized as ownership interests). Grantor has full power and lawful authority to grant and assign the Collateral (as collateral) hereunder. Grantor will, so long as any Obligations shall be outstanding, warrant and defend its title to the Collateral against the claims and demands of all Persons whomsoever.

(c) All subsidiaries of Grantor are listed in Paragraph 1 of SCHEDULE II; all names of Grantor's predecessors-in-interest are listed in Paragraph 2 of SCHEDULE II; and all names under which Grantor does business are listed in Paragraph 3 of SCHEDULE II.

(d) Grantor's place of business, or if Grantor has more than one place of business, Grantor's chief executive office, is set forth in Paragraph 4 of SCHEDULE II.

(e) Except for the filing or recording of the UCC Financing Statements described in Section 8(b) and the notice requirements contained in any applicable FCC regulation and except as otherwise described in Section 11, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Grantor of the security interest in the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Grantor, or (ii) for the perfection of such security interest or the exercise by the Trustee of the rights and remedies provided for in this Agreement.

(f) The execution, delivery and performance by Grantor of this Agreement and the consummation of the transactions contemplated hereby (including the

creation of the Liens granted hereunder) will not (i) violate Grantor's constituent organizational documents, (ii) violate any order, judgment or decree of any Governmental Authorities binding on Grantor or any property or assets of Grantor, (iii) violate or conflict with any law, rule, regulation, or Permit applicable to Grantor or any of its properties, (iv) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Grantor is a party or pursuant to which any of its properties or assets are bound, (v) result in or require the creation or imposition of any Lien upon any material properties or assets of Grantor (other than the creation of the Liens granted hereunder), or (vi) require any approval or consent of Grantor's owners; PROVIDED, HOWEVER, that the exercise of security interests and/or of powers granted the Trustee upon the Event of Default is subject to the requirements and limitations of the Communications Act and the FCC Rules including, without limitation, the requirement of obtaining prior FCC approval to any transfer of control, as the term "control" is used in the Communications Act and construed by the FCC, and the restrictions on alien ownership and control established by the Communications Act and the FCC Rules.

9. FURTHER ASSURANCES.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly (i) execute and file such financing or continuation statements, or amendments thereto, and such other instruments, endorsements or notices, and take such other actions, as may be reasonably necessary or as the Trustee may reasonably request, in order to perfect and preserve the assignments and security interests granted or purported to be granted hereby; and (ii) if any Collateral shall be located outside the United States, but on the Earth, while title therein is vested in Grantor, ensure that prior to such time as such Collateral leaves the United States, all necessary steps are taken to perfect the Trustee's security interest therein pursuant to local law. Notwithstanding any other provision of this Agreement, the Grantor shall not be required to perfect the Trustee's security interest in jurisdictions located outside the United States, but on the Earth, except that the Grantor shall exercise reasonable efforts to perfect the Trustee's security interest in jurisdictions where the Grantor has major warehouses.

(b) Grantor hereby authorizes the Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. Copies of any such statement or amendment thereto shall promptly be delivered to Grantor.

(c) Grantor shall pay all filing, registration and recording fees or refiling, re-registration and re-recording fees, and all expenses incident to the execution and acknowledgment of this Agreement, any assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto and any instruments of further assurance.

10. PLACE OF PERFECTION. Grantor shall give the Trustee at least thirty (30) business days' notice before it changes the location of its chief executive office, or its name, identity or structure, and shall at the expense of Grantor execute and deliver such instruments and documents as are required to maintain the priority and perfection of the security interest granted hereby. Grantor shall not change the location of its principal place

of business or chief executive office to any location outside of the United States unless the Trustee is reasonably satisfied (based upon advice of legal counsel) that the security interest created under this Agreement will not be adversely affected or impaired.

11. FCC MATTERS.

(a) If an Event of Default shall have occurred and be continuing, Grantor shall take any action which the Trustee may request in the exercise of the Trustee's rights and remedies under this Agreement to transfer and assign to the Trustee, or to such one or more third parties as the Trustee may designate, or to a combination of the foregoing, the Collateral; PROVIDED, HOWEVER, that the Trustee shall provide at least ten days' prior written notice to the FCC and to the Pledgor before taking any action which may result in repossession of any Pledged Collateral where required by FCC rules and regulations and not waivable by Pledgor. To enforce the provisions of this Section 11, the Trustee is hereby empowered to seek from the FCC any approvals required by the Communications Act or the FCC rules and regulations, including, but not limited to, approval of an involuntary transfer of control of any FCC license for the purpose of seeking a BONA FIDE purchaser to whom control of such license will ultimately be transferred. Grantor hereby agrees to authorize such an involuntary transfer of control of such FCC license upon the request of the Trustee. Upon the occurrence and continuation of an Event of Default, Grantor shall use its best efforts to assist in obtaining approval of the FCC, if required, for any action or transactions contemplated by this Agreement, including the preparation, execution and filing with the FCC of Grantor's portion of any application or applications for consent to transfer of control necessary or appropriate under the FCC's rules and regulations for approval of the transfer or assignment of any portion of the Collateral.

(b) Grantor acknowledges that any necessary FCC approvals and FCC authorization for the transfer of control of the licenses of Grantor are integral to the Trustee's realization of the value of the Collateral for the benefit of the holders of the Notes, that there is no remedy at law for failure by Grantor to comply with the provisions of this Section 11 and that such failure would not be adequately compensable in damages, and therefore agrees that the agreements of Grantor contained in this Section 11 may be specifically enforced.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Trustee shall not, without first obtaining approval of the FCC, take any action pursuant to this Agreement, including, but not limited to, any action which would constitute or result in any assignment of an FCC license or transfer of control of Grantor if such action would require, under then existing law (including the written rules and regulations of the FCC), the prior approval of the FCC; nor shall any rights hereunder be deemed vested in the Trustee if such vesting would require prior FCC approval or would be deemed to result in an assignment of an FCC license or transfer of control of Grantor, if such assignment or transfer would require the prior approval of the FCC, unless and until such approval is obtained.

(d) Grantor consents to the transfer of control or assignment of the Collateral to a receiver, trustee, transferee, or similar official or to any purchaser of the Collateral pursuant to any public or private sale, judicial sale, foreclosure or exercise of other remedies available to the Trustee as permitted by applicable law; PROVIDED, HOWEVER, that the Trustee shall provide at least ten days' prior written notice to the FCC and to the

Pledgor before taking any action which may result in repossession of any Pledged Collateral where required by FCC rules and regulations and not waivable by Pledgor.

(e) Notwithstanding anything to the contrary contained in this Agreement, prior to the occurrence of an Event of Default and compliance with all applicable laws by the Trustee, this Agreement and the transactions contemplated hereby do not, will not, and are not intended to, constitute, create or have the effect of constituting or creating, directly or indirectly, actual or practical ownership of Grantor by the Trustee or control, affirmative or negative, direct or indirect, of Grantor, over the management or any other aspect of the operation of Grantor, which ownership and control remain exclusively and at all times in Grantor. Notwithstanding any other provision of this Agreement, any foreclosure on, sale, transfer or other disposition of, or the exercise of any right to vote or consent with respect to, any of the Collateral as provided herein or any other action taken or proposed to be taken by the Trustee hereunder which would affect the operational, voting, or other control of Grantor or any of the Subsidiaries, shall be effected pursuant to Section 310(d) of the Communications Act of 1934, as amended, and to the applicable rules and regulations thereunder.

(f) There shall be no communications between the Pledgor and the Trustee whereby the Trustee shall influence the management and/or operation of any and all facilities subject to Title III of the Communications Act.

12. MISCELLANEOUS.

(a) NOTICES. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given and received, regardless of when and whether received, either: (a) on the day of hand delivery; or (b) on the third business day after the day sent, when sent by United States certified mail, postage and certification fee prepaid, return receipt requested, addressed as follows:

To the Trustee:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attn: Corporate Trust Administration

To Grantor:

c/o EchoStar DBS Corporation
90 Inverness Circle East
Englewood, CO 80112
Attn: David K. Moskowitz

or at such other address as the specified entity most recently may have designated in writing in accordance with this section to the others.

(b) HEADINGS. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

(d) AMENDMENTS, WAIVERS AND CONSENTS. Any amendment or waiver of any provision of this Agreement and any consent to any departure by Grantor from any provision of this Agreement shall be effective only if made or given in compliance with all of the terms and provisions of the Indenture.

(e) INTERPRETATION OF AGREEMENT. Time is of the essence in each provision of this Agreement of which time is an element.

(f) CONTINUING SECURITY INTEREST. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment and performance in full of the Obligations, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Trustee hereunder, to the benefit of the Trustee and its successors, transferees and assigns.

(g) REINSTATEMENT. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Trustee in respect of the Obligations is rescinded or must otherwise be restored or returned by the Trustee, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for Grantor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) SURVIVAL OF PROVISIONS. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Grantor of the Obligations secured hereby.

(i) AUTHORITY OF THE TRUSTEE. Subject to any applicable requirement of prior FCC approval and any applicable restrictions established by the Communications Act and the FCC Rules, the Trustee shall have and be entitled to exercise all powers hereunder which are specifically granted to the Trustee by the terms hereof, together with such powers as are reasonably incident thereto. The Trustee may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Trustee nor any director, officer, employee, attorney or agent of the Trustee shall be liable to Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, not shall the Trustee be responsible for the validity, effectiveness or sufficiency of this Agreement or of any document or security furnished pursuant hereto. The Trustee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Grantor agrees to indemnify and hold harmless the Trustee and any other Person from and against any and all costs, expenses (including reasonable fees, expenses and disbursements

of attorneys and paralegals (including, without duplication, reasonable charges of inside counsel)), claims and liabilities incurred by the Trustee or such Person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Trustee or such Person.

(j) RELEASE; TERMINATION OF AGREEMENT. Subject to the provisions of Section 12(g), this Agreement shall terminate upon full and final payment and performance of all the Obligations. At such time, the Trustee shall, at the request and expense of Grantor, promptly reassign and redeliver to Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Trustee in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Trustee, except as to the absence of any prior assignments by the Trustee of its interest in the Collateral, and shall be at the expense of Grantor.

(k) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

(l) WAIVERS. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 5(a) AND 11(a), WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE TRUSTEE OF ITS RIGHTS FROM AND AFTER AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL. GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE TRUSTEE IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL, TO ENFORCE ANY JUDGMENT OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT;

(ii) WAIVES THE RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM IN RESPECT OF, AND ALL STATUTES OF LIMITATIONS WHICH MAY BE RELEVANT TO, SUCH ACTION OR PROCEEDING;

(iii) WAIVES DILIGENCE, DEMAND, PRESENTMENT AND PROTEST AND ANY NOTICES THEREOF AS WELL AS NOTICE OF NONPAYMENT EXCEPT FOR NOTICES REQUIRED UNDER THE COMMUNICATIONS ACT AND/OR THE FCC RULES WHICH ARE NOT WAIVABLE BY PLEDGOR; AND

(iv) WAIVES PRESENTMENT AND DEMAND FOR PAYMENT OF ANY OF THE OBLIGATIONS, PROTEST AND NOTICE OF DISHONOR OR DEFAULT WITH RESPECT TO ANY OF THE OBLIGATIONS.

(m) GOVERNING LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, Grantor and the Trustee have caused this Security Agreement to be duly executed as of the day and year first above written.

ECHOSTAR DBS CORPORATION,
a Colorado corporation

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moscowitz
Title: Senior Vice President
and General Counsel

FIRST TRUST NATIONAL
ASSOCIATION, as Trustee

By: /s/ RICHARD PROKOSCH

Name: Richard Prokosch
Title: Trust Officer

SCHEDULE I

UCC-1 FILING LOCATIONS

1. Secretary of State of the State of Colorado

2. Secretary of State of the State of Minnesota

SCHEDULE II

MISCELLANEOUS DISCLOSURES

(1) SUBSIDIARIES (SECTION 8(c)):

DirectSat Corporation
Dish, Ltd.
E-Sat, Inc. (80% owned by Dish, Ltd.)
Echo Acceptance Corporation
Echonet Business Network, Inc.
Echosphere Corporation
Echosphere de Mexico, S. de R.L. de C.V.
EchoStar Capacity Corporation
EchoStar Indonesia, Inc.
EchoStar International Corporation
EchoStar International (Mauritius) Limited
EchoStar Manufacturing and Distribution Private Limited (India)
EchoStar North America Corporation
EchoStar Real Estate Corporation
EchoStar Satellite Broadcasting Corporation
EchoStar Satellite Corporation
FlexTracker Sdn. Bhd.
Houston Tracker Systems, Inc.
HT Ventures, Inc.
Lenson Heath USA, Ltd. (a partnership)
Satellite Source, Inc.
Satrec Mauritius Limited (40% owned by EchoStar International Corporation)

(2) PREDECESSORS-IN-INTEREST (SECTION 8(c)):

None

(3) DBA'S (SECTION 8(c)):

None

(4) PLACE OF BUSINESS OR CHIEF EXECUTIVE OFFICE (SECTION 8(d)):

90 Inverness Circle East
Englewood, Colorado 80112

SECURITY INTEREST PLEDGE AGREEMENT

Between

FIRST TRUST NATIONAL ASSOCIATION

("Trustee")

and

ECHOSTAR DBS CORPORATION

("Grantor")

June 25, 1997

This SECURITY INTEREST PLEDGE AGREEMENT ("AGREEMENT"), dated as of June 25, 1997, by and between FIRST TRUST NATIONAL ASSOCIATION, as secured party and as trustee for the benefit of the holders of the Notes (as defined below) under the Indenture (as defined below) (the "TRUSTEE"), and EchoStar DBS Corporation, a Colorado corporation ("GRANTOR").

RECITALS

A. Pursuant to that certain Indenture dated as of June 25, 1997 by and between Grantor and the Trustee, as trustee (the "INDENTURE"), Grantor has issued its Senior Secured Notes due 2002 ("NOTES").

B. Pursuant to an Interest Escrow Agreement, subject to certain conditions, certain proceeds of the sale of the Notes will be drawn upon to pay the first five semi-annual interest payments on the Notes.

C. Pursuant to a Satellite Escrow Agreement, the Grantor will be entitled, subject to certain conditions, to draw upon certain proceeds from the sale of the Notes to make required payments under the Satellite Contracts and Launch Contracts, as well as to make payments of Launch Insurance or In-Orbit Insurance.

D. The Indenture requires that Grantor execute and deliver this Agreement.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Trustee as follows:

1. DEFINITIONS. Unless otherwise defined, all terms used herein shall have the meanings given in the Indenture. The following terms shall have the respective meanings given:

"COLLATERAL DOCUMENTS" has the meaning given in the Indenture.

"INTEREST ESCROW AGREEMENT" means the Interest Escrow Agreement dated as of the date hereof among First Trust National Association, as Escrow Agent, the Trustee and Grantor.

"FCC" means the United States Federal Communications Commission.

"GOVERNMENTAL AUTHORITIES" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental or quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.

"PERSON" means any natural person, corporation, partnership, firm, association, Governmental Authority, or any other entity whether acting in an individual, fiduciary or other capacity.

"SATELLITE ESCROW AGREEMENT" means the Satellite Escrow Agreement dated as of the date hereof among First Trust National Association, as Escrow Agent, the Trustee and Grantor.

2. ASSIGNMENT, PLEDGE AND GRANT OF SECURITY INTEREST.

(a) To secure the timely payment and performance of the Obligations (as defined below), Grantor does hereby assign as collateral, grant a security interest in, and pledge, to the Trustee, on behalf of the holders of the Notes, all the estate, right, title and interest of Grantor, whether now owned or hereafter acquired, in, to and under:

(i) a first priority interest in the proceeds (as set forth below) of sale of Grantor's permit or other authorization from the FCC for the 148E WL orbital slot frequency assignment.

(ii) the proceeds of all of the foregoing (all of the collateral described in clauses (i) and (ii) being herein collectively referred to as the "COLLATERAL"), including (A) all rights of Grantor to receive moneys due and to become due under or pursuant to the Collateral, (B) all rights of Grantor to receive return of any premiums for or proceeds of any insurance, indemnity, warranty or guaranty with respect to the Collateral and (C) to the extent not included in the foregoing, all proceeds receivable or received when any and all of the foregoing Collateral is sold, collected, exchanged or otherwise disposed, whether voluntarily or involuntarily.

(b) Subject to the terms of the Indenture, upon the occurrence and during the continuance of an Event of Default, Grantor does hereby constitute the Trustee, acting for and on behalf of the Noteholders, the true and lawful attorney of Grantor, irrevocably, with full power (in the name of Grantor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of any Collateral, including any insurance policies, to elect remedies thereunder, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings in connection therewith which the Trustee may deem to be necessary or advisable; provided, however, that the Trustee shall give Grantor notice of any action taken by it as such attorney-in-fact promptly after taking any such action. Such appointment as attorney-in-fact must be exercised consistently with the Communications Act of 1934, as amended and the rules, regulations and policies of the FCC (collectively, the "Communications Act"), including, but not limited to, compliance with the FCC's rules concerning the execution and filing of applications, reports and documents, or other instruments with the FCC. The Grantor agrees to cooperate in making any required filings with the FCC.

3. OBLIGATIONS SECURED. This Agreement secures the payment and performance of all obligations of Grantor, now existing or hereafter arising, under the Indenture (such obligations being herein called the "OBLIGATIONS").

4. EVENTS OF DEFAULT. The occurrence of an Event of Default under and as defined in the Indenture, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body, shall constitute an Event of Default hereunder.

5. REMEDIES.

(a) If any Event of Default has occurred and is continuing, the Trustee may, (i) declare the Notes to be due and payable immediately in accordance with the provisions of the Indenture, (ii) proceed to protect and enforce the rights vested in it by this Agreement, including the right to cause all revenues hereby pledged as security and all other moneys pledged hereunder to be paid directly to it, and to enforce its rights hereunder to such payments and all other rights hereunder by such appropriate judicial proceedings as it shall deem most effective to protect and enforce any of such rights, either at law or in equity or otherwise, or in aid of the exercise of any power therein or herein granted, or for any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding, or to enforce any other legal or equitable right vested in it by this Agreement or by law; (iii) cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to collect or enforce any Obligations or rights included in the Collateral, or to foreclose or enforce any other agreement or other instrument by or under or pursuant to which such Obligations are issued or secured, subject in each case to the provisions and requirements thereof; (iv) sell or otherwise dispose of any or all of the Collateral or cause the Collateral to be sold or otherwise disposed of in one or more sales or transactions, at such prices as the Trustee may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice or the obtaining of prior approval as is required by applicable statute, rule or regulation, including pursuant to the Communications Act, and cannot be waived), it being agreed that the Trustee may be a purchaser on behalf of the holders of Notes at any such sale and that the Trustee or anyone else who may be the puchaser of any or all of the Collateral so sold shall thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of Grantor, any such demand, notice or right and equity being hereby expressly waived and released to the extent permitted by law; (v) incur expenses, including attorneys' fees, consultants' fees, and other costs appropriate to the exercise of any right or power under this Agreement; (vi) perform any obligation of Grantor hereunder or under any other agreement of Grantor, and make payments, purchase, contest or compromise any Lien, and pay taxes and expenses, without, however, any obligation so to do; (viii) take possession of the Collateral, control and manage the Collateral, collect all income from the Collateral and apply the same to reimburse the Trustee and the holders of Notes for any cost or expenses incurred hereunder or under the Indenture and to the payment or performance of Grantor's obligations hereunder or under the Indenture, and apply the balance to the Notes as provided in the Indenture and any remaining excess balance to whomsoever is legally entitled thereto; (viii) secure the appointment of a receiver of the

assets of Grantor or any part thereof and/or the Collateral or any party thereof; or (ix) exercise any other or additional rights or remedies granted to a secured party under the Uniform Commercial Code. If, pursuant to applicable law, rule or regulation prior notice of any such action is required to be given to Grantor, Grantor hereby acknowledges that the minimum time required by such applicable law, rule or regulation or if no minimum is specified, ten (10) business days, shall be deemed a reasonable notice period.

(b) All costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee in connection with any such suit or proceeding, or in connection with the performance by the Trustee of any of Grantor's agreements contained in any exercise of its rights or remedies hereunder pursuant to the terms of this Agreement, together with interest thereon (to the extent permitted by law) computed at a rate per annum equal to the interest rate on the Notes from the date on which such costs or expenses are incurred to the date of payment thereof, shall constitute additional indebtedness secured by this Agreement and shall be paid by Grantor to the Trustee on behalf of the Noteholders on demand.

(c) Notwithstanding anything to the contrary contained herein, neither the Grantor nor the Trustee shall, without first obtaining the approval of the FCC, take any action pursuant to this Agreement which would constitute or result in any assignment of a license, permit, certification, or authorization granted by the FCC (the "FCC Permit") to the Grantor or any change of control of the Grantor or of the Grantor's operations, if such assignment of the FCC Permit or change of control would require, under then existing law (including the Communications Act), the prior approval of the FCC.

6. REMEDIES CUMULATIVE; DELAY NOT WAIVER.

(a) No right, power or remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Resort to any or all security now or hereafter held by the Trustee, may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both.

(b) No delay or omission of the Trustee to exercise any right or power accruing upon the occurrence and during the continuance of any Event of Default as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee.

7. COVENANTS. Grantor covenants as follows:

(a) Grantor will not directly or indirectly create, incur, assume or suffer to exist any Liens (except for Permitted Liens) on or with respect to any property or assets constituting a part of the Collateral and Grantor will at its own cost and expense promptly take such action as may be necessary to discharge any such Liens (other than Permitted Liens) on or with respect to any properties or assets constituting a part of the Collateral.

(b) Any action or proceeding to enforce this Agreement may be taken by the Trustee either in Grantor's name or in the Trustee's name, as the Trustee may deem necessary.

(c) Grantor shall pay, before the imposition of any fine, penalty, interest or cost attached thereto, all taxes, assessments and other governmental or non-governmental charges or levies now or hereafter assessed or levied against the Collateral or upon the security interest provided for herein (except for Liens for taxes and assessments not then delinquent or which Grantor may, pursuant to the definition of "Permitted Liens" in the Indenture, permit to remain unpaid or any charge being contested in good faith for which an adequate reserve has been established), as well as pay, or cause to be paid, all claims for labor, materials or supplies which, if unpaid, might become a prior Lien (other than a Permitted Lien) thereon.

(d) Grantor shall keep the Collateral, or cause the same to be kept, in good condition consistent with reasonable and prudent business practices.

8. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants as follows:

(a) No effective financing statement or other instrument similar in effect covering all or any part of Grantor's interest in the Collateral is on file in any recording office, except such as may have been filed pursuant to this Agreement or pursuant to the documents evidencing Permitted Liens. The provisions of this Agreement are effective to create in favor of the Trustee a valid security interest in the Collateral (to the extent that the Grantor has rights therein) and, upon the filing of UCC-1 Financing Statements in the filing offices identified on SCHEDULE I in respect of such portions of the Collateral in which a security interest may be perfected as a result of such filing, the Trustee will have a valid and perfected security interest in the Collateral, to the extent that the Grantor has rights therein (other than proceeds, to the extent Section 9-306 of the Uniform Commercial Code as in effect in the relevant jurisdiction(s) is not complied with respect to such proceeds), subject to no other Liens except Permitted Liens (as defined in the Indenture), and first priority except to the extent of Permitted Liens described in the Indenture.

(b) Grantor is lawfully possessed of ownership of the Collateral (provided that Grantor's rights in certain permits and licenses, including the permit or other authorization from the FCC for the 148E orbital slot frequency assignments) may, under applicable law, not be characterized as ownership interests). Grantor has full power and lawful authority to grant and assign the Collateral hereunder. Grantor will, so long as

any Obligations shall be outstanding, warrant and defend its title to the Collateral against the claims and demands of all Persons whomsoever.

(c) All subsidiaries of Grantor are listed in Paragraph 1 of SCHEDULE II; all names of Grantor's predecessors-in-interest are listed in Paragraph 2 of SCHEDULE II; and all names under which Grantor does business are listed in Paragraph 3 of SCHEDULE II.

(d) Grantor's place of business, or if Grantor has more than one place of business, Grantor's chief executive office, is set forth in Paragraph 4 of SCHEDULE II.

(e) Except for the filing or recording of the UCC Financing Statements described in Section 8(a) and the notice and prior consent requirements contained in the Communications Act and except as otherwise described in Section 11, no authorization, approval, or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required either (i) for the grant by Grantor of the security interest in the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Grantor, or (ii) for the perfection of such security interest or the exercise by the Trustee of the rights and remedies provided for in this Agreement.

(f) The execution, delivery and performance by Grantor of this Agreement and the consummation of the transactions contemplated hereby (including the creation of the Liens granted hereunder) will not (i) violate Grantor's constituent organizational documents, (ii) violate any order, judgment or decree of any Governmental Authorities binding on Grantor or any property or assets of Grantor, (iii) violate or conflict with any law, rule, regulation, or Permit applicable to Grantor or any of its properties, (iv) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Grantor is a party or pursuant to which any of its properties or assets are bound, (v) result in or require the creation or imposition of any Lien upon any material properties or assets of Grantor (other than the creation of the Liens granted hereunder), or (vi) require any approval or consent of Grantor's owners.

9. FURTHER ASSURANCES.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly (i) execute and file such financing or continuation statements, or amendments thereto, and such other instruments, endorsements or notices, and take such other actions, as may be reasonably necessary or as the Trustee may reasonably request, in order to perfect and preserve the assignments and security interests granted or purported to be granted hereby; and (ii) if any Collateral shall be located outside the United States, but on the Earth, while title therein is vested in Grantor, ensure that prior to such time as such Collateral leaves the United States, all necessary steps are taken to perfect the Trustee's security interest therein pursuant to local law. Notwithstanding any other provision of this Agreement, the Grantor shall not be required to perfect the Trustee's security interest in jurisdictions located outside the United States,

but on the Earth, except that the Grantor shall exercise reasonable efforts to perfect the Trustee's security interest in jurisdictions where the Grantor has major warehouses.

(b) Grantor hereby authorizes the Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. Copies of any such statement or amendment thereto shall promptly be delivered to Grantor.

(c) Grantor shall pay all filing, registration and recording fees or refiling, re-registration and re-recording fees, and all expenses incident to the execution and acknowledgment of this Agreement, any assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto and any instruments of further assurance.

10. PLACE OF PERFECTION. Grantor shall give the Trustee at least thirty (30) business days' notice before it changes the location of its chief executive office, or its name, identity or structure, and shall at the expense of Grantor execute and deliver such instruments and documents as are required to maintain the priority and perfection of the security interest granted hereby. Grantor shall not change the location of its principal place of business or chief executive office to any location outside of the United States unless the Trustee is reasonably satisfied (based upon advice of legal counsel) that the security interest created under this Agreement will not be adversely affected or impaired.

11. MISCELLANEOUS.

(a) NOTICES. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given and received, regardless of when and whether received, either: (a) on the day of hand delivery; or (b) on the third business day after the day sent, when sent by United States certified mail, postage and certification fee prepaid, return receipt requested, addressed as follows:

To the Trustee:

First Trust National Association
180 East Fifth Street
Saint Paul, MN 55101
Attn: Corporate Trust Administration

To Grantor:

c/o EchoStar DBS Corporation
90 Inverness Circle East
Englewood, CO 80112
Attn: David K. Moskowitz

or at such other address as the specified entity most recently may have designated in writing in accordance with this section to the others.

(b) HEADINGS. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

(d) AMENDMENTS, WAIVERS AND CONSENTS. Any amendment or waiver of any provision of this Agreement and any consent to any departure by Grantor from any provision of this Agreement shall be effective only if made or given in compliance with all of the terms and provisions of the Indenture.

(e) INTERPRETATION OF AGREEMENT. Time is of the essence in each provision of this Agreement of which time is an element.

(f) CONTINUING SECURITY INTEREST. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment and performance in full of the Obligations, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Trustee hereunder, to the benefit of the Trustee and its successors, transferees and assigns.

(g) REINSTATEMENT. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Trustee in respect of the Obligations is rescinded or must otherwise be restored or returned by the Trustee, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for Grantor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) SURVIVAL OF PROVISIONS. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Grantor of the Obligations secured hereby.

(i) AUTHORITY OF THE TRUSTEE. The Trustee shall have and be entitled to exercise all powers hereunder which are specifically granted to the Trustee by the terms hereof, together with such powers as are reasonably incident thereto. The Trustee may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Trustee nor any director, officer, employee, attorney or agent of the Trustee shall be liable to Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross

negligence or willful misconduct, not shall the Trustee be responsible for the validity, effectiveness or sufficiency of this Agreement or of any document or security furnished pursuant hereto. The Trustee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Grantor agrees to indemnify and hold harmless the Trustee and any other Person from and against any and all costs, expenses (including reasonable fees, expenses and disbursements of attorneys and paralegals (including, without duplication, reasonable charges of inside counsel)), claims and liabilities incurred by the Trustee or such Person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Trustee or such Person.

(j) RELEASE; TERMINATION OF AGREEMENT. Subject to the provisions of Section 11(g), this Agreement shall terminate upon full and final payment and performance of all the Obligations. At such time, the Trustee shall, at the request and expense of Grantor, promptly reassign and redeliver to Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Trustee in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Trustee, except as to the absence of any prior assignments by the Trustee of its interest in the Collateral, and shall be at the expense of Grantor.

(k) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

(l) WAIVERS. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(a), WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE TRUSTEE OF ITS RIGHTS FROM AND AFTER AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL. GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE TRUSTEE IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL, TO ENFORCE ANY JUDGMENT OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT;

(ii) WAIVES THE RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM IN RESPECT OF, AND ALL STATUTES OF LIMITATIONS WHICH MAY BE RELEVANT TO, SUCH ACTION OR PROCEEDING;

(iii) WAIVES DILIGENCE, DEMAND, PRESENTMENT AND PROTEST AND ANY NOTICES THEREOF AS WELL AS NOTICE OF NONPAYMENT; AND

(iv) WAIVES PRESENTMENT AND DEMAND FOR PAYMENT OF ANY OF THE OBLIGATIONS, PROTEST AND NOTICE OF DISHONOR OR DEFAULT WITH RESPECT TO ANY OF THE OBLIGATIONS.

(m) GOVERNING LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, Grantor and the Trustee have caused this Security Agreement to be duly executed as of the day and year first above written.

ECHOSTAR DBS CORPORATION,
a Colorado corporation

By: /s/ DAVID K. MOSKOWITZ

Name: David K. Moskowitz
Title: Senior Vice President,
General Counsel and Secretary

FIRST TRUST NATIONAL
ASSOCIATION, as Trustee

By: /s/ RICHARD PROKOSCH

Name: Richard Prokosch
Title: Trust Officer

SCHEDULE I

UCC-1 FILING LOCATIONS

1. Secretary of State of Colorado
2. Secretary of State of Minnesota

SCHEDULE II

MISCELLANEOUS DISCLOSURES

(1) SUBSIDIARIES (SECTION 8(C)):

DirectSat Corporation
Dish, Ltd.
E-Sat, Inc. (80% owned by Dish, Ltd.)
Echo Acceptance Corporation
Echonet Business Network, Inc.
Echosphere Corporation
Echosphere de Mexico, S. de R.L. de C.V.
EchoStar Capacity Corporation
EchoStar Indonesia, Inc.
EchoStar International Corporation
EchoStar International (Mauritius) Limited
EchoStar Manufacturing and Distribution Private Limited (India)
EchoStar North America Corporation
EchoStar Real Estate Corporation
EchoStar Satellite Broadcasting Corporation
EchoStar Satellite Corporation
FlexTracker Sdn. Bhd.
Houston Tracker Systems, Inc.
HT Ventures, Inc.
Lenson Heath USA, Ltd. (a partnership)
Satellite Source, Inc.
Satrec Mauritius Limited (40% owned by EchoStar International Corporation)

(2) PREDECESSORS-IN-INTEREST (SECTION 8(c)):

None

(3) DBA'S (SECTION 8(C)):

None

(4) PLACE OF BUSINESS OR CHIEF EXECUTIVE OFFICE (SECTION 8(d):

90 Inverness Circle East
Englewood, Colorado 80112

[B&H LETTERHEAD]

July 23, 1997

EchoStar DBS Corporation
EchoStar Communications Corporation
EchoStar Satellite Broadcasting Corporation
Dish, Ltd.
90 Inverness Circle East
Englewood, CO 80112-5300

RE: 12 1/2% SENIOR SECURED NOTES DUE 2002

Ladies and Gentlemen:

As special outside counsel for EchoStar DBS Corporation, a Colorado corporation (the "Issuer"), EchoStar Communications Corporation, a Nevada corporation, EchoStar Satellite Broadcasting Corporation, a Colorado corporation and Dish, Ltd., a Nevada corporation (collectively, the "Guarantors"), we are familiar with the Issuer's and the Guarantors' Registration Statement on Form S-4 (the "Registration Statement"), filed today with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the Issuer's proposed offer to exchange up to $375,000,000 in aggregate principal amount of its new 12 1/2% Senior Secured Notes due 2002 (the "Exchange Notes") for up to $375,000,000 in aggregate principal amount of its outstanding 12 1/2% Senior Secured Notes due 2002 and the related guarantees of the Exchange Notes by the Guarantors (the "Guarantees").

We have reviewed such matters of fact and law as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that:

1. The Exchange Notes, when issued pursuant to the indenture among the Issuer, the Guarantors and First Trust National Association, as Trustee, in the form filed as an exhibit to the Registration Statement (the "Indenture") and issued in the manner contemplated by the Registration Statement, will be the legal, valid and binding obligations of the Issuer.

2. The Guarantees, when issued pursuant to the Indenture and in the manner contemplated by the Registration Statement, will be the legal, valid and binding obligations of the Guarantors.

The opinions expressed herein are limited by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar federal or state laws or judicial decisions of general application relating to or affecting the enforcement of the rights of creditors and (b) general principles of equity, including the defenses of unconscionability, ambiguity and economic duress, whether asserted in equitable or in legal actions.

We consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to us under the caption "Legal Matters" in the Prospectus that is a part of the Registration Statement.

Very truly yours,

Baker & Hostetler LLP

DJR/pjg

Exhibit 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our reports and to all references to our Firm included in or made part of this Registration Statement.

ARTHUR ANDERSEN LLP

Denver, Colorado,
July 23, 1997

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Charles W. Ergen, Chief Executive Officer, do hereby name, constitute and appoint David K. Moskowitz, Senior Vice President and General Counsel, to be my true and lawful attorney-in-fact to act on behalf of EchoStar Communications Corporation and all affiliated entities (collectively "EchoStar") as authorized below: David K. Moskowitz is hereby authorized to complete, sign, endorse, and execute any and all documents as he, in his sole and absolute discretion, may deem necessary in connection with the sale of Senior Secured Notes of EchoStar DBS Corporation. I hereby grant to my said attorney-in-fact full power and authority to do, perform and exercise all of the rights and powers herein granted, as fully to all intents and purposes as I might or could do. The rights, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on June 23, 1997 and such rights, powers and authorities shall remain in full force and effect thereafter until 12:01 AM EST June 30, 1997.

/s/ CHARLES W. ERGEN

Charles W. Ergen, Chief Executive Officer

Date: June 23, 1997

WITNESS MY HAND this 23RD day of JUNE 1997.

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 23RD day of JUNE, 1997.

Witness my hand and official seal.

/s/ KATHY L. SMITH

Kathy L. Smith, Notary Public
My commission expires: 4/21/01

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM T-1

Statement of Eligibility Under the
Trust Indenture Act of 1939 of a Corporation
Designated to Act as Trustee

FIRST TRUST NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

United States	41-0257700
(State of Incorporation)	(I.R.S. Employer Identification No.)
First Trust Center 180 East Fifth Street St. Paul, Minnesota	55101
(Address of Principal Executive Offices)	(Zip Code)

ECHOSTAR DBS CORPORATION
(Exact name of Registrant as specified in its charter)

Colorado	84-1328967
(State of Incorporation)	(I.R.S. Employer Identification No.)

and affiliate guarantors

ECHOSTAR COMMUNICATIONS CORPORATION
ECHOSTAR SATELLITE BROADCASTING CORPORATION
DISH, LTD.
(Exact name of Registrants as specified in their respective charters)

Nevada	88-0336997
Colorado	84-1337871
Nevada	88-0312499
(State of Incorporation)	(I.R.S. Employer Identification No.)
90 Inverness Circle East Englewood, Colorado	80112
(Address of Principal Executive Offices)	(Zip Code)

12 1/2% SENIOR SECURED NOTES DUE 2002
(Title of the Indenture Securities)

GENERAL

1. GENERAL INFORMATION Furnish the following information as to the Trustee.

(a) Name and address of each examining or supervising authority to which it is subject.
Comptroller of the Currency
Washington, D.C.

(b) Whether it is authorized to exercise corporate trust powers.
Yes

2. AFFILIATIONS WITH OBLIGOR AND UNDERWRITERS If the obligor or any underwriter for the obligor is an affiliate of the Trustee, describe each such affiliation.
None

See Note following Item 16.

Items 3-15 are not applicable because to the best of the Trustee's knowledge the obligor is not in default under any Indenture for which the Trustee acts as Trustee.

16. LIST OF EXHIBITS List below all exhibits filed as a part of this statement of eligibility and qualification.

1. Copy of Articles of Association.*

2. Copy of Certificate of Authority to Commence Business.*

3. Authorization of the Trustee to exercise corporate trust powers (included in Exhibits 1 and 2; no separate instrument).*

4. Copy of existing By-Laws.*

5. Copy of each Indenture referred to in Item 4. N/A.

6. The consents of the Trustee required by Section 321(b) of the act.

7. Copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority is incorporated by reference to Registration Number 333-24029.

* Incorporated by reference to Registration Number 22-27000.

NOTE

The answers to this statement insofar as such answers relate to what persons have been underwriters for any securities of the obligors within three years prior to the date of filing this statement, or what persons are owners of 10% or more of the voting securities of the obligors, or affiliates, are based upon information furnished to the Trustee by the obligors. While the Trustee has no reason to doubt the accuracy of any such information, it cannot accept any responsibility therefor.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, First Trust National Association, an Association organized and existing under the laws of the United States, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the City of Saint Paul and State of Minnesota on the 17th day of July, 1997.

FIRST TRUST NATIONAL ASSOCIATION

[SEAL]

/s/ Richard H. Prokosch

Richard H. Prokosch
Trust Officer

/s/ Kathe M. Barrett
- ---
Kathe M. Barrett
Assistant Secretary

EXHIBIT 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, FIRST TRUST NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: July 17, 1997

FIRST TRUST NATIONAL ASSOCIATION

/s/ Richard H. Prokosch

Richard H. Prokosch
Trust Officer

5

THIS SCHEDULE CONTAIN SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE ACCOMPANYING CONSOL BALANCE SHEETS OF ECHOSTAR DBS CORP AND SUBSIDIARIES AS OF DEC 31, 1996 AND MAR 31, 1997 AND THE RELATED CONSOL STATMNTS OF OPERATIONS AND CASH FLOWS FOR THE YEAR ENDED DEC 31, 1996 AND THE 3 MONTHS ENDED MAR 31, 1997, AND IS QUALIFIED IN ITS ENTERITY BY REFERENCE TO SUCH FINANCIAL STATMNTS.

1,000

YEAR	3-MOS
DEC-31-1996	DEC-31-1997
JAN-01-1996	JAN-01-1997
DEC-31-1996	MAR-31-1997
38,438	29,989
18,807	3,528
14,977	32,800
(1,494)	(1,642)
72,767	57,043
231,485	22,902
563,796	532,219
(35,219)	(47,533)
1,085,543	1,084,639
198,461	232,534
886,720	910,604
0	0
0	0
0	0
(6,675)	(68,626)
1,085,543	1,084,639
208,942	71,304
209,731	71,462
188,833	43,189
318,596	114,790
47,664	18,603
610	1,840
62,430	20,090
(156,529)	(61,939)
54,853	(19)
(101,676)	(61,950)
0	0
0	0
0	0
(101,676)	(61,950)
(101,676)	(61,950)
(202,676)	(61,950)

Includes sales of programming
Includes the cost of providing programming
Net of amounts capitalized

EXHIBIT 99.1

- ---

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., EASTERN DAYLIGHT TIME, ON _____, 1997, UNLESS EXTENDED (THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., EASTERN DAYLIGHT TIME, ON THE EXPIRATION DATE.

- ---

ECHOSTAR DBS CORPORATION

90 Inverness Circle East
Englewood, CO 80112

LETTER OF TRANSMITTAL

To Exchange 12 1/2% Senior Secured Notes due 2002

Exchange Agent:
FIRST TRUST NATIONAL ASSOCIATION

To: First Trust National Association

FACSIMILE TRANSMISSION:
(612) 244-1537

CONFIRM BY TELEPHONE TO:
(612) 244-1234

BY MAIL/HAND DELIVERY/OVERNIGHT DELIVERY:

First Trust National Association
Attn: Ann Phillips
Specialized Finance Group
180 East Fifth Street
St. Paul, Minnesota 55101

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

The undersigned acknowledges receipt of the Prospectus dated _____, 1997 (the "Prospectus") of EchoStar DBS Corporation, a Colorado corporation (the "Issuer"), and this Letter of Transmittal for 12 1/2% Senior Secured Notes due 2002 which may be amended from time to time (this "Letter"), which together constitute the Issuer's offer (the "Exchange Offer") to exchange $1,000 principal amount of its 12 1/2% Senior Secured Notes due 2002 (the "Exchange Notes") for each $1,000 in principal amount of its outstanding 12 1/2% Senior Secured Notes due 2002 (the "Old Notes") that were issued and sold in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned has completed, executed and delivered this Letter to indicate the action he or she desires to take with respect to the Exchange Offer.

All holders of Old Notes who wish to tender their Old Notes must, prior to the Expiration Date: (1) complete, sign, date and deliver this Letter, or a facsimile thereof, to the Exchange Agent, in person or to the address set forth above; and (2) tender his or her Old Notes or, if a tender of Old Notes is to be made by book-entry transfer to the account maintained by the Exchange Agent at The Depository Trust Company (the "Book-Entry Transfer Facility"), confirm such book-entry transfer (a "Book-Entry Confirmation"), in each case in accordance with the procedures for tendering described in the Instructions to this Letter. Holders of Old Notes whose certificates are not immediately available, or who are unable to deliver their certificates or Book-Entry Confirmation and all other documents required by this Letter to be delivered to the Exchange Agent on or prior to the Expiration Date, must tender their Old Notes according to the guaranteed delivery procedures set forth under the caption "The Exchange Offer--How to Tender" in the Prospectus. (See Instruction 1).

Upon the terms and subject to the conditions of the Exchange Offer, the acceptance for exchange of Old Notes validly tendered and not withdrawn and the issuance of the Exchange Notes will be made on the Exchange Date. For the purposes of the Exchange Offer, the Issuer shall be deemed to have accepted for exchange validly tendered Old Notes when, as and if the Issuer has given written notice thereof to the Exchange Agent.

The Instructions included with this Letter must be followed in their entirety. Questions and requests for assistance or for additional copies of the Prospectus or this Letter may be directed to the Exchange Agent, at the address listed above, or David K. Moskowitz, Senior Vice President, General Counsel and Secretary, EchoStar Communications Corporation, 90 Inverness Circle East, Englewood, Colorado 80112, at (303) 799-8222.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL, INCLUDING
THE INSTRUCTIONS TO THIS LETTER, CAREFULLY
BEFORE CHECKING ANY BOX BELOW

Capitalized terms used in this Letter and not defined herein shall have the respective meanings ascribed to them in the Prospectus.

List in Box 1 below the Old Notes of which you are the holder. If the space provided in Box 1 is inadequate, list the certificate numbers and principal amount of Old Notes on a separate signed schedule and affix that schedule to this Letter.

BOX 1

TO BE COMPLETED BY ALL TENDERING HOLDERS

Name(s) and Address(es) of Registered Holder(s) (Please fill in if blank)	Certificate Number(s)(1)	Principal Amount of Old Notes	Principal Amount of Old Notes Tendered (2)
Totals:			

(1) Need not be completed if Old Notes are being tendered by book-entry transfer.

(2) Unless otherwise indicated, the entire principal amount of Old Notes represented by a certificate or Book-Entry Confirmation delivered to the Exchange Agent will be deemed to have been tendered.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned tenders to the Issuer the principal amount of Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Old Notes tendered with this Letter, the undersigned exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to the Old Notes tendered.

The undersigned constitutes and appoints the Exchange Agent as his or her agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as the agent of the Issuer) with respect to the tendered Old Notes, with full power of substitution, to: (a) deliver certificates for such Old Notes; (b) deliver Old Notes and all accompanying evidence of transfer and authenticity to or upon the order of the Issuer upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Notes to which the undersigned is entitled upon the acceptance by the Issuer of the Old Notes tendered under the Exchange Offer; and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of the Old Notes, all in accordance with the terms of the Exchange Offer. The power of attorney granted in this paragraph shall be deemed irrevocable and coupled with an interest.

The undersigned hereby represents and warrants that he or she has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby and that the Issuer will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the assignment and transfer of the Old Notes tendered.

The undersigned agrees that acceptance of any tendered Old Notes by the Issuer and the issuance of Exchange Notes (together with the guarantees of the Guarantors (as defined in the Prospectus) with respect thereto) in exchange therefor shall constitute performance in full by the Issuer and the Guarantors of their obligations under the Registration Rights Agreement (as defined in the Prospectus) and that, upon the issuance of the Exchange Notes, the Issuer and the Guarantors will have no further obligations or liabilities thereunder (except in certain limited circumstances). By tendering Old Notes, the undersigned certifies (a) that it is not an "affiliate" of the Issuer within the meaning of the Securities Act (an "Affiliate"), that it is not a broker-dealer that owns Old Notes acquired directly from the Issuer or an Affiliate, that it is acquiring the Exchange Notes acquired directly from the Issuer or an Affiliate, that it is acquiring the Exchange Notes offered hereby in the ordinary course of the undersigned's business and that the undersigned has no arrangement with any person to participate in the distribution of such Exchange Notes; (b) that it is an Affiliate of the Issuer or of any of the initial purchasers of the Old Notes in the Old Notes Offering and that it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it; or (c) that it is a Participating Broker-Dealer (as defined in the Registration Rights Agreement) and that it will deliver a prospectus in connection with any resale of the Exchange Notes.

If the undersigned is a broker-dealer that will receive Exchange Notes for its own account, it will deliver a prospectus in connection with any resale of such Exchange Notes. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The Issuer may accept the undersigned's tender by delivering written notice of acceptance to the Exchange Agent, at which time the undersigned's right to withdraw such tender will terminate.

All authority conferred or agreed to be conferred by this Letter shall survive the death or incapacity of the undersigned, and every obligation of the undersigned under this Letter shall be binding upon the undersigned's heirs, personal representatives, successors and assigns. Tenders may be withdrawn only in accordance with the procedures set forth in the Instructions contained in this Letter.

Unless otherwise indicated under "Special Delivery Instructions" below, the Exchange Agent will deliver Exchange Notes (and, if applicable, a certificate for any Old Notes not tendered but represented by a certificate also encompassing Old Notes which are tendered) to the undersigned at the address set forth in Box 1.

The Exchange Offer is subject to the more detailed terms set forth in the Prospectus and, in case of any conflict between the terms of the terms of the Prospectus and this Letter, the Prospectus shall prevail.

/ / CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution:

Account Number:

Transaction Code Number:

- ---
- ---

/ / CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Owner(s):

Date of Execution of Notice of Guaranteed Delivery:

Window Ticket Number (if available):

Name of Institution which Guaranteed Delivery:

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

BOX 2

PLEASE SIGN HERE
WHETHER OR NOT OLD NOTES ARE BEING
PHYSICALLY TENDERED HEREBY

This box must be signed by registered holder(s) of Old Notes as their name(s) appear(s) on certificate(s) for Old Notes, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this Letter. If signature is by a trustee, executor, administrator, guardian, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below. (See Instruction 3)

X

X

Signature(s) of Owner(s) or Authorized Signatory

Date: _____, 1997

Name(s)

(Please Print)

Capacity:

Address:

(Include Zip Code)

Area Code and Telephone No.:

PLEASE COMPLETE SUBSTITUTE FORM W-9 HEREIN
SIGNATURE GUARANTEE (SEE INSTRUCTIONS 3 BELOW)
CERTAIN SIGNATURES MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION

(Name of Eligible Institution Guaranteeing Signatures)

(Address (including zip code) and Telephone Number
(including area code) of Firm)

(Authorized Signature)

(Title)

(Printed Name)

Date: _____, 1997

BOX 3

TO BE COMPLETED BY ALL TENDERING HOLDERS

PAYOR'S NAME:_____

	Part 1 PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	Social Security Number or Employer Identification Number
SUBSTITUTE Form W-9 Department of the Treasury, Internal Revenue Service	Part 2 / / Check the box if you are NOT subject to back-up withholding under the provisions of Section 2406(a)(1)(C) of the Internal Revenue Code because (1) you have not been notified that you are subject to back-up withholding as a result of failure to report all interest or dividends or (2) the Internal Revenue Service has notified you that you are no longer subject to back-up withholding.	
Payor's Request for Taxpayer Identification Number (TIN)	Part 3 / / Check if Awaiting TIN	
	CERTIFICATION UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE. Signature _____ Date _____ _____ Name: (Please Print)	

BOX 4	BOX 5
SPECIAL ISSUANCE INSTRUCTIONS (See Instructions 3 and 4)	SPECIAL DELIVERY INSTRUCTIONS (See Instructions 3 and 4)
To be completed ONLY if certificates for Old Notes in a principal amount not exchanged, or Exchange Notes, are to be issued in the name of someone other than the person whose signature appears in Box 2, or if Old Notes delivered by book-entry transfer which are not accepted for exchange are to be returned by credit to an account maintained at the Book-Entry Transfer Facility other than the account indicated above. Issue and deliver: (check appropriate boxes) / / Old Notes not tendered / / Exchange Notes, to: (Please Print) Name: ---------- Address: ---------- ---------- ---------- Please complete the Substitute Form W-9 at Box 3. Tax I.D. or Social Security Number: ----------	To be completed ONLY if certificates for Old Notes in a principal amount not exchanged, or Exchange Notes, are to be sent to someone other than the person whose signature appears in Box 2 or to an address other than that shown in Box 1. Deliver: (check appropriate boxes) / / Old Notes not tendered / / Exchange Notes, to: (Please Print) Name: ---------- Address: ---------- ---------- ---------- Please complete the Substitute Form W-9 at Box 3. Tax I.D. or Social Security Number: ----------

INSTRUCTIONS

FORMING PART OF THE TERMS AND
CONDITIONS OF THE EXCHANGE OFFER

1. DELIVERY OF THIS LETTER AND CERTIFICATES. Certificates for Old Notes or a Book-Entry Confirmation, as the case may be, as well as a properly completed and duly executed copy of this Letter and any other documents required by this Letter, must be received by the Exchange Agent at one of its addresses set forth herein on or before the Expiration Date. The method of delivery of this Letter, certificates for Old Notes or a Book-Entry Confirmation, as the case may be, and any other required documents is at the election and risk of the tendering holder, but except as otherwise provided below, the delivery will be deemed made when actually received by the Exchange Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is suggested.

If tendered Old Notes are registered in the name of the signer of the Letter of Transmittal and the Exchange Notes to be issued in exchange therefor are to be issued (and any untendered Old Notes are to be reissued) in the name of the registered holder, the signature of such signer need not be guaranteed. In any other case, the tendered Old Notes must be endorsed or accompanied by written instruments of transfer in form satisfactory to the Issuer and duly executed by the registered holder and the signature on the endorsement or instrument of transfer must be guaranteed by a bank, broker, dealer, credit union, savings association, clearing agency or other institution (each an "Eligible Institution") that is a member of a recognized signature guarantee medallion program within the meaning of Rule 17Ad-15 under the Exchange Act. If the Exchange Notes and/or Old Notes not exchanged are to be delivered to an address other than that of the registered holder appearing on the note register for the Old Notes, the signature on the Letter of Transmittal must be guaranteed by an Eligible Institution.

Any beneficial owner whose Old Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Old Notes should contact such holder promptly and instruct such holder to tender Old Notes on such beneficial owner's behalf. If such beneficial owner wishes to tender such Old Notes himself, such beneficial owner must, prior to completing and executing the Letter of Transmittal and delivering such Old Notes, either make appropriate arrangements to register ownership of the Old Notes in such beneficial owner's name or follow the procedures described in the immediately preceding paragraph. The transfer of record ownership may take considerable time.

Holders whose Old Notes are not immediately available or who cannot deliver their Old Notes or a Book-Entry Confirmation, as the case may be, and all other required documents to the Exchange Agent on or before the Expiration Date may tender their Old Notes pursuant to the guaranteed delivery procedures set forth in the Prospectus. Pursuant to such procedure: (i) tender must be made by or through an Eligible Institution; (ii) prior to the Expiration Date, the Exchange Agent must have received from the Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by telegram, telex, facsimile transmission, mail or hand delivery) (x) setting forth the name and address of the holder, the description of the Old Notes and the principal amount of Old Notes tendered, (y) stating that the tender is being made thereby and (z) guaranteeing that, within five New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, this Letter together with the certificates representing the Old Notes or a Book-Entry Confirmation, as the case may be, and any other documents required by this Letter will be deposited by the Eligible Institution with the Exchange Agent; and (iii) the certificates for all tendered Old Notes or a Book-Entry Confirmation, as the case may be, as well as all other documents required by this Letter, must be received by the Exchange Agent within five New York Stock Exchange trading days after the date of execution of such

Notice of Guaranteed Delivery, all as provided in the Prospectus under the caption "The Exchange Offer--How to Tender."

The method of delivery of Old Notes and all other documents is at the election and risk of the holder. If sent by mail, it is recommended that registered mail, return receipt requested, be used, proper insurance be obtained, and the mailing be made sufficiently in advance of the Expiration Date to permit delivery to the Exchange Agent on or before the Expiration Date.

Unless an exemption applies under the applicable law and regulations concerning "backup withholding" of federal income tax, the Exchange Agent will be required to withhold, and will withhold, 31% of the gross proceeds otherwise payable to a holder pursuant to the Exchange Offer if the holder does not provide his or her taxpayer identification number (social security number or employer identification number) and certify that such number is correct. Each tendering holder should complete and sign the main signature form and the Substitute Form W-9 included as part of the Letter of Transmittal, so as to provide the information and certification necessary to avoid backup withholding, unless an applicable exemption exists and is proved in a manner satisfactory to the Issuer and the Exchange Agent.

If a holder desires to accept the Exchange Offer and time will not permit a Letter of Transmittal or Old Notes to reach the Exchange Agent before the Expiration Date, a tender may be effected if the Exchange Agent has received at its office listed on the back cover hereof on or prior to the Expiration Date a letter, telegram or facsimile transmission from an Eligible Institution setting forth the name and address of the tendering holder, the principal amount of the Old Notes being tendered, the names in which the Old Notes are registered and, if possible, the certificate numbers of the Old Notes to be tendered, and stating that the tender is being made thereby and guaranteeing that within five New York Stock Exchange trading days after the date of execution of such letter, telegram or facsimile transmission by the Eligible Institution, the Old Notes, in proper form for transfer, will be delivered by such Eligible Institution together with a properly completed and duly executed Letter of Transmittal (and any other required documents). Unless Old Notes being tendered by the above-described method (or a timely Book-Entry Confirmation) are deposited with the Exchange Agent within the time period set forth above (accompanied or preceded by a properly completed Letter of Transmittal and any other required documents), the Issuer may, at its option, reject the tender. Copies of a Notice of Guaranteed Delivery which may be used by Eligible Institutions for the purposes described in this paragraph are available from the Exchange Agent.

A tender will be deemed to have been received as of the date when the tendering holder's properly completed and duly signed Letter of Transmittal accompanied by the Old Notes (or a timely Book-Entry Confirmation) is received by the Exchange Agent. Issuances of Exchange Notes in exchange for Old Notes tendered pursuant to a Notice of Guaranteed Delivery or letter, telegram or facsimile transmission to similar effect (as provided above) by an Eligible Institution will be made only against deposit of the Letter of Transmittal (and any other required documents) and the tendered Old Notes (or a timely Book-Entry Confirmation).

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered Old Notes will be determined by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders that are not in proper form or the acceptance of which, in the opinion of the Issuer's counsel, would be unlawful. The Issuer also reserves the right to waive any irregularities or conditions of tender as to particular Old Notes. All tendering holders, by execution of this Letter, waive any right to receive notice of acceptance of their Old Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

Neither the Issuer, the Exchange Agent nor any other person shall be obligated to give notice of defects or irregularities in any tender, nor shall any of them incur any liability for failure to give any such notice.

2. PARTIAL TENDERS; WITHDRAWALS. If less than the entire principal amount of any Old Note evidenced by a submitted certificate or by a Book-Entry Confirmation is tendered, the tendering holder must fill in the principal amount tendered in the fourth column of Box 1 above. All of the Old Notes represented by a certificate or by a Book-Entry Confirmation delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. A certificate for Old Notes not tendered will be sent to the holder, unless otherwise provided in Box 5, as soon as practicable after the Expiration Date, in the event that less than the entire principal amount of Old Notes represented by a submitted certificate is tendered (or, in the case of Old Notes tendered by book-entry transfer, such non-exchanged Old Notes will be credited to an account maintained by the holder with the Book-Entry Transfer Facility).

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn prior to the Expiration Date. To be effective with respect to the tender of Old Notes, a notice of withdrawal must: (i) be received by the Exchange Agent before the Issuer notifies the Exchange Agent that it has accepted the tender of Old Notes pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Old Notes; (iii) contain a description of the Old Notes to be withdrawn, the certificate numbers shown on the particular certificates evidencing such Old Notes and the principal amount of Old Notes represented by such certificates; and (iv) be signed by the holder in the same manner as the original signature on this Letter (including any required signature guarantee).

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Exchange Agent at its address set forth on the back cover of the Prospectus prior to the Expiration Date. Any such notice of withdrawal must specify the person named in the Letter of Transmittal as having tendered Old Notes to be withdrawn, the certificate numbers of Old Notes to be withdrawn, the principal amount of Old Notes to be withdrawn, a statement that such holder is withdrawing his election to have such Old Notes exchanged, and the name of the registered holder of such Old Notes, and must be signed by the holder in the same manner as the original signature on the Letter of Transmittal (including any required signature guarantees) or be accompanied by evidence satisfactory to the Issuer that the person withdrawing the tender has succeeded to the beneficial ownership of the Old Notes being withdrawn. The Exchange Agent will return the properly withdrawn Old Notes promptly following receipt of notice of withdrawal. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by the Issuer, and such determination will be final and binding on all parties.

3. SIGNATURES ON THIS LETTER; ASSIGNMENTS; GUARANTEE OF SIGNATURES. If this Letter is signed by the holder(s) of Old Notes tendered hereby, the signature must correspond with the name(s) as written on the face of the certificate(s) for such Old Notes, without alteration, enlargement or any change whatsoever.

If any of the Old Notes tendered hereby are owned by two or more joint owners, all owners must sign this Letter. If any tendered Old Notes are held in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter as there are names in which certificates are held.

If this Letter is signed by the holder of record and (i) the entire principal amount of the holder's Old Notes are tendered; and/or (ii) untendered Old Notes, if any, are to be issued to the holder of record, then the holder of record need not endorse any certificates for tendered Old Notes, nor provide a separate bond power. In any other case, the holder of record must transmit a separate bond power with this Letter.

If this Letter or any certificate or assignment is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and proper evidence satisfactory to the Issuer of their authority to so act must be submitted, unless waived by the Issuer.

Signatures on this Letter must be guaranteed by an Eligible Institution, unless Old Notes are tendered: (i) by a holder who has not completed the Box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter; or (ii) for the account of an Eligible Institution. In the event that the signatures in this Letter or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantees must be by an eligible guarantor institution which is a member of The Securities Transfer Agents Medallion Program (STAMP), The New York Stock Exchanges Medallion Signature Program (MSP) or The Stock Exchanges Medallion Program (SEMP). If Old Notes are registered in the name of a person other than the signer of this Letter, the Old Notes surrendered for exchange must be endorsed by, or be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Issuer, in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Institution.

4. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. Tendering holders should indicate, in Box 4 or 5, as applicable, the name and address to which the Exchange Notes or certificates for Old Notes not exchanged are to be issued or sent, if different from the name and address of the person signing this Letter. In the case of issuance in a different name, the tax identification number of the person named must also be indicated. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at the Book-Entry Transfer Facility as such holder may designate.

5. TAX IDENTIFICATION NUMBER. Federal income tax law requires that a holder whose tendered Old Notes are accepted for exchange must provide the Exchange Agent (as payor) with his or her correct taxpayer identification number ("TIN"), which, in the case of a holder who is an individual, is his or her social security number. If the Exchange Agent is not provided with the correct TIN, the holder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, delivery to the holder of the Exchange Notes pursuant to the Exchange Offer may be subject to back-up withholding. (If withholding results in overpayment of taxes, a refund may be obtained.) Exempt holders (including, among others, all corporations and certain foreign individuals) are not subject to these back-up withholding and reporting requirements. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

Under federal income tax laws, payments that may be made by the Issuer on account of Exchange Notes issued pursuant to the Exchange Offer may be subject to back-up withholding at a rate of 31%. In order to prevent back-up withholding, each tendering holder must provide his or her correct TIN by completing the "Substitute Form W-9" referred to above, certifying that the TIN provided is correct (or that the holder is awaiting a TIN) and that: (i) the holder has not been notified by the Internal Revenue Service that he or she is subject to back-up withholding as a result of failure to report all interest or dividends; (ii) the Internal Revenue Service has notified the holder that he or she is no longer subject to back-up withholding; or (iii) in accordance with the Guidelines, such holder is exempt from back-up withholding. If the Old Notes are in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for information on which TIN to report.

6. TRANSFER TAXES. The Issuer will pay all transfer taxes, if any, applicable to the transfer of Old Notes to it or its order pursuant to the Exchange Offer. If, however, the Exchange Notes or certificates for Old Notes not exchanged are to be delivered to, or are to be issued in the name of, any person other than the record holder,

or if tendered certificates are recorded in the name of any person other than the person signing this Letter, or if a transfer tax is imposed by any reason other than the transfer of Old Notes to the Issuer or its order pursuant to the Exchange Offer, then the amount of such transfer taxes (whether imposed on the record holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of taxes or exemption from taxes is not submitted with this Letter, the amount of transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the certificates listed in this Letter.

7. WAIVER OF CONDITIONS. The Issuer reserves the absolute right to amend or waive any of the specified conditions in the Exchange Offer in the case of any Old Notes tendered.

8. MUTILATED, LOST, STOLEN OR DESTROYED CERTIFICATES. Any holder whose certificates for Old Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated above, for further instructions.

9. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus or this Letter, may be directed to the Exchange Agent.

IMPORTANT: THIS LETTER (TOGETHER WITH CERTIFICATES REPRESENTING TENDERED OLD NOTES OR A BOOK-ENTRY CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS) MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR BEFORE THE EXPIRATION DATE (AS DEFINED IN THE PROSPECTUS).

EXHIBIT 99.2

ECHOSTAR DBS CORPORATION

NOTICE OF GUARANTEED DELIVERY
of 12 1/2% Senior Secured Notes
due 2002

As set forth in the Prospectus dated _____, 1997 (the "Prospectus") of EchoStar DBS Corporation (the "Issuer") and its subsidiaries under "The Exchange Offer--How to Tender" and in the Letter of Transmittal for 12 1/2% Senior Secured Notes due 2002 (the "Letter of Transmittal"), this form or one substantially equivalent hereto must be used to accept the Exchange Offer (as defined below) of the Issuer if: (i) certificates for the above-referenced Notes (the "Old Notes") are not immediately available, (ii) time will not permit all required documents to reach the Exchange Agent (as defined below) on or prior to the Expiration Date (as defined in the Prospectus) or (iii) the procedures for book-entry transfer cannot be completed on or prior to the Expiration Date (as defined below). Such form may be delivered by hand or transmitted by telegram, telex, facsimile transmission or letter to the Exchange Agent.

To: First Trust National Association
(the "Exchange Agent")

BY FACSIMILE:
(612) 244-1537

CONFIRM BY TELEPHONE TO:
(612) 244-1234

BY MAIL/HAND DELIVERY/OVERNIGHT DELIVERY:

First Trust National Association
Attn: Ann Phillips
Specialized Finance Group
180 East Fifth Street
St. Paul, Minnesota 55101

Delivery of this instrument to an address other than as set forth above or transmittal of this instrument to a facsimile or telex number other than as set forth above does not constitute a valid delivery.

Ladies and Gentlemen:

The undersigned hereby tenders to the Issuer, upon the terms and conditions set forth in the Prospectus and the Letter of Transmittal (which together constitute the "Exchange Offer"), receipt of which are hereby acknowledged, the principal amount of Old Notes set forth below pursuant to the guaranteed delivery procedures described in the Prospectus and the Letter of Transmittal.

The Exchange Offer will expire at 5:00 p.m., New York City time, on _____, _____, 1997, unless extended by the Issuer. With respect to the Exchange Offer, "Expiration Date" means such time and date, or if the Exchange Offer is extended, the latest time and date to which the Exchange Offer is so extended by the Issuer.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undesigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

- ---

SIGNATURES

Signature of Owner

Signature of Owner (if more than one)

Dated: , 1996

Name(s):

(Please Print)

Address:

(Include Zip Code)

Area Code and
Telephone No.:

Capacity (full title), if signing in a representative capacity:

Taxpayer Identification or Social Security No.:

- ---

Principal amount of Old Notes Exchanged:

$

Certificate Nos. of Old Notes (if available)

- ---

- ---

IF OLD NOTES WILL BE DELIVERED BY BOOK-ENTRY TRANSFER, PROVIDE THE DEPOSITORY TRUST COMPANY ("DTC") ACCOUNT NO.:

Account No.

- ---

GUARANTEE OF DELIVERY

(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member of a recognized signature guarantee medallion program within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees (a) that the above-named person(s) own(s) the above-described securities tendered hereby within the meaning of Rule 10b-4 under the Securities Exchange Act of 1934, (b) that such tender of the above-described securities complies with Rule 10b-4, and (c) that delivery of such certificates pursuant to the procedure for book-entry transfer, in either case with delivery of a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other required documents, is being made within five New York Stock Exchange trading days after the date of execution of a Notice of Guaranteed Delivery of the above-named person.

- ---

Name of Firm:

- ---

- ---
Number and Street or P.O. Box

- ---
City State Zip Code

Tel. No.

Fax No.:

- ---
(Authorized Signature)

Title:

- ---

Date:

- ---

- ---

NOTE: DO NOT SEND CERTIFICATES REPRESENTING NOTES WITH THIS NOTICE. NOTES SHOULD BE SENT TO THE EXCHANGE AGENT TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL.

EXHIBIT 99.3

ECHOSTAR DBS CORPORATION

OFFER TO EXCHANGE
$1,000 IN PRINCIPAL AMOUNT OF
12 1/2% SENIOR SECURED NOTES DUE 2002
FOR
EACH $1,000 IN PRINCIPAL AMOUNT OF
OUTSTANDING 12 1/2% SENIOR SECURED NOTES DUE 2002
THAT WERE ISSUED AND SOLD IN A TRANSACTION
EXEMPT FROM REGISTRATION UNDER THE SECURITIES
ACT OF 1933, AS AMENDED

To Securities Dealers, Commercial Banks
Trust Companies and Other Nominees:

Enclosed for your consideration is a Prospectus dated _____, 1997 (as the same may be amended or supplemented from time to time (the "Prospectus") and a form of Letter of Transmittal (the "Letter of Transmittal") relating to the offer (the "Exchange Offer") by EchoStar DBS Corporation (the "Issuer") to exchange up to $375,000,000 in aggregate principal amount of its 12 1/2% Senior Secured Notes due 2002 (the "Exchange Notes") for up to $375,000,000 in aggregate principal amount of its outstanding 12 1/2% Senior Secured Notes due 2002 that were issued and sold in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Old Notes").

We are asking you to contact your clients for whom you hold Old Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Old Notes registered in their own name. The Issuer will not pay any fees or commissions to any broker, dealer or other person in connection with the solicitation of tenders pursuant to the Exchange Offer. You will, however, be reimbursed by the Issuer for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients. The Issuer will pay all transfer taxes, if any, applicable to the tenderer of Old Notes to it or its order, except as otherwise provided in the Prospectus and the Letter of Transmittal.

Enclosed are copies of the following documents:

1. The Prospectus;

2. A Letter of Transmittal for your use in connection with the exchange of Old Notes and for the information of your clients (facsimile copies of the Letter of Transmittal may be used to exchange Old Notes);

3. A form of letter that may be sent to your clients for whose accounts you hold Old Notes registered in your name or the name of your nominee, with space provided for obtaining the clients' instructions with regard to the Exchange Offer;

4. A Notice of Guaranteed Delivery; and

5. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9;

Your prompt action is requested. The Exchange Offer will expire at 5:00 p.m., New York City time, on _____, _____, 1997, unless extended (the "Expiration Date"). Old Notes tendered pursuant to the Exchange Offer may be withdrawn, subject to the procedures described in the Prospectus, at any time prior to the Expiration Date.

To tender Old Notes, certificates for Old Notes or a Book-Entry Confirmation, a duly executed and properly completed Letter of Transmittal or a facsimile thereof, and any other required documents, must be received by the Exchange Agent as provided in the Prospectus and the Letter of Transmittal.

Questions and requests for assistance with respect to the Exchange Offer or for additional copies of the enclosed material may be directed to the Exchange Agent at its address set forth in the Prospectus or at (612) 244-1234.

Very truly yours,

ECHOSTAR DBS CORPORATION

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON AS AN AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR ANY AFFILIATE THEREOF, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENTS OR USE ANY DOCUMENT ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR THE ENCLOSED DOCUMENTS AND THE STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

EXHIBIT 99.4

ECHOSTAR DBS CORPORATION

OFFER TO EXCHANGE
$1,000 IN PRINCIPAL AMOUNT OF
12 1/2% SENIOR SECURED NOTES DUE 2002
FOR
EACH $1,000 IN PRINCIPAL AMOUNT OF
OUTSTANDING 12 1/2% SENIOR SECURED NOTES DUE 2002
THAT WERE ISSUED AND SOLD IN A TRANSACTION
EXEMPT FROM REGISTRATION UNDER THE SECURITIES
ACT OF 1933, AS AMENDED

To Our Clients:

Enclosed for your consideration is a Prospectus dated _____, 1997 (as the same may be amended or supplemented from time to time (the "Prospectus") and a form of Letter of Transmittal (the "Letter of Transmittal") relating to the offer (the "Exchange Offer") by EchoStar DBS Corporation (the "Issuer") to exchange up to $375,000,000 in aggregate principal amount of its 12 1/2% Senior Secured Notes due 2002 (the "Exchange Notes") for up to $375,000,000 in aggregate principal amount of their outstanding 12 1/2% Senior Secured Notes due 2002 that were issued and sold in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Old Notes").

The material is being forwarded to you as the beneficial owner of Old Notes carried by us for your account or benefit but not registered in your name. A tender of any Old Notes may be made only by us as the registered holder and pursuant to your instructions. Therefore, the Issuer urges beneficial owners of Old Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if they wish to tender Old Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish us to tender any or all Old Notes, pursuant to the terms and conditions set forth in the Prospectus and Letter of Transmittal. We urge you to read carefully the Prospectus and Letter of Transmittal before instructing us to tender your Old Notes.

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender Old Notes on your behalf in accordance with the provisions of the Exchange Offer. The Exchange Offer will expire at 5:00 p.m., New York City time, on _____, _____, 1997, unless extended (the "Expiration Date"). Old Notes tendered pursuant to the Exchange Offer may be withdrawn, subject to the procedures described in the Prospectus, at any time prior to the Expiration Date.

Your attention is directed to the following:

1. The Exchange Offer is for the exchange of $1,000 principal amount at maturity of the Exchange Notes for each $1,000 principal amount at maturity of the Old Notes, of which $375,000,000 aggregate principal amount of the Old Notes was outstanding as of _____, 1997. The terms of the Exchange Notes are substantially identical (including principal amount, interest rate, maturity, security and ranking) to the terms of the Old Notes, except that the Exchange Notes (i) are freely transferable by holders thereof (except as provided in the Prospectus) and (ii) are not entitled to certain registration rights and certain additional interest provisions which are applicable to the Old Notes under a registration rights agreement dated as of June 25, 1997 (the "Registration Rights Agreement") between the Issuer, EchoStar Communications Corporation, EchoStar Satellite Broadcasting Corporation, and Dish, Ltd., as

Guarantors and Donaldson, Lufkin and Jenrette Securities Corporation and Lehman Brothers Inc. as initial purchasers.

2. THE EXCHANGE OFFER IS SUBJECT TO CERTAIN CONDITIONS, SEE "THE EXCHANGE OFFER--CONDITIONS TO THE EXCHANGE OFFER" IN THE PROSPECTUS.

3. The Exchange Offer and withdrawal rights will expire at 5:00 p.m., New York City time, on _____, 1997, unless extended.

4. The Issuer has agreed to pay the expenses of the Exchange Offer except as provided in the Prospectus and the Letter of Transmittal.

5. Any transfer taxes incident to the transfer of Old Notes from the tendering holder to the Issuer will be paid by the Issuer, except as provided in the Prospectus and the Letter of Transmittal.

The Exchange Offer is not being made to nor will exchange be accepted from or on behalf of holders of Old Notes in any jurisdiction in which the making of the Exchange Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction.

If you wish to have us tender any or all of your Old Notes held by us for your account or benefit, please so instruct us by completing, executing and returning to us the instruction form that appears below. The accompanying Letter of Transmittal is furnished to you for informational purposes only and may not be used by you to tender Old Notes held by us and registered in our name for your account or benefit.

INSTRUCTIONS

The undersigned acknowledge(s) receipt of your letter and the enclosed material referred to therein relating to the Exchange Offer of EchoStar Satellite Broadcasting Corporation, including the Prospectus and the Letter of Transmittal.

This form will instruct you to exchange the aggregate principal amount of Old Notes indicated below (or, if no aggregate principal amount is indicated below, all Old Notes) held by you for the account or benefit of the undersigned, pursuant to the terms and conditions set forth in the Prospectus and Letter of Transmittal.

Aggregate Principal Amount of Old Notes to be exchanged
$ *

* _____

* I (we) agree that if I (we) sign these instruction forms without indicating an aggregate principal amount of Old Notes in the space above, all Old Notes held by you for my (our) account will be exchanged.

- --

- --
Signature(s)

- --

- --

- --

- --
(Please print name(s) and address above)
Dated: , 1997

- --
(Area Code & Telephone Number)

- --
(Taxpayer Identification or
Social Security Number)

EXHIBIT 99.5

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER OF SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer--Social Security numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employee identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	Give the SOCIAL SECURITY number of--
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals (1)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person (1)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor (1)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person (3)
7. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee (1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner (1)
8. Sole proprietorship account	The owner (4)

For this type of account:	Give the EMPLOYER IDENTIFICATION number of--
9. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the representative or trustee unless the legal entity itself is not designated in the account title) (5)
10. Corporate account	The corporation
11. Religious, charitable, or educational organization account	The organization
12. Partnership account held in the name of the business	The partnership
13. Association, club, or other tax-exempt organization	The organization
14. A broker or registered nominee	The broker or nominee
15. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.

(4) Show the name of the owner.

(5) List first and circle the name of the legal trust, estate, or pension trust.

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation
- A financial institution
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a nonexempt trust as described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852). Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Exempt payees described above should file form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

Privacy Act Notice--Section 6109 requires most recipients of dividends, interest or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Beginning January 1, 1993, payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTIES FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER.--If you fail to furnish your taxpayer identification number to a payee, you are subject to a penalty of $50 for each such failure unless your failure is due to a reasonable cause and not to willful neglect.

(2) FAILURE TO REPORT CERTAIN DIVIDEND AND INTEREST PAYMENTS.--If you fail to include any portion of an includible payment for interest, dividends, or patronage dividends in gross income, such failure will be treated as being due to negligence and will be subject to a penalty of 5% on any portion of an under-payment attributable to that failure unless there is clear and convincing evidence to the contrary.

(3) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING.--If you

make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(4) CRIMINAL PENALTY FOR FALSIFYING INFORMATION.--Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.